

CONDITIONS AND TERMS OF SALE

The Following terms of sale shall be applicable to all sales made by C.F.F. STAINLESS STEELS INC. and C.F.F. STAINLESS STEELS (QUEBEC) INC./ACIER INOXYDABLES C.F.F. (QUÉBEC) INC., C.F.F. STAINLESS STEELS LLC.

Except where it is otherwise expressly agreed in writing.

Acceptance of delivery of any or all goods by a purchaser shall constitute assent by the purchaser to these terms of sale.

Quotations - All quotations are subject to change without notice. Subject to prior sale and unless otherwise agreed are binding only for immediate acceptance. All sales are made subject to strikes, accidents or other causes of any kind.

Prices - Prices are subject to change without notice. All orders will be invoiced at prices in effect at time of shipment. Possession of a price list or quotation is not accepted by us as an obligation to sell, or offer goods listed therein to anyone.

Credit Approval - Orders are subject to approval by our credit department.

Suspension of Performance - If in our judgement reasonable doubt exists as to your financial responsibility or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, to stop any material in transit, until we receive payment of all amounts owing to us, or adequate assurance of such payment whether or not due.

Terms of Payment - Unless otherwise expressly provided, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount which may be expressly provided for, applies only to the sale price of the goods at the shipping point, and does not apply to any charges made for taxes, storage, loading and transportation.

Taxes - Any taxes which, under any existing or future law, we may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not separately shown, be added as a separate item to the quoted price, and shall be paid by you to us on demand. The foregoing shall not apply to any taxes, the payment of collection of which by us is excused by reason of delivery to us of valid tax exemption certificates.

Title - Title of goods does not pass to purchaser until goods are paid for in full.

Setoff - You authorize us to apply toward payment of any moneys that become due us hereunder any sums which may now or hereafter be owed to you by us, or by any subsidiary or affiliated company of either of us.

Cancellation - A contract may be canceled or modified only by written agreement between us. Your insistence upon canceling or suspending fabrication or shipment, or your failure to furnish specifications when required, may be treated by us as a breach of contract by you, and we may cancel any unshipped balance without prejudice to any other remedies we may have.

Claims - If any goods received by you are damaged, or if the quantities received by you do not agree with the quantities indicated on the shipping documents, and if you intend to assert any claim against us on this account, you shall mark an exception on your receipt to the carrier and shall, within 15 days after receipt of such goods, furnish us detailed written information as to any damage or shortage. You shall advise us in writing within 30 days after receipt of any goods, of any other claim you may have against us with respect to such goods. If you have claims against us with respect to any goods, you shall afford us a reasonable opportunity to inspect such goods. Any action for our breach of this contract must be commenced within one year after the cause of action shall accrue, and no such action may be maintained by you which is not commenced within such period.

Quantities - If it indicated that any item is to be shipped from a producing mill, the producing mill may, on certain commodities reserve the privilege of shipping over or under the ordered quantity in accordance with established percentages which will constitute full and complete shipment of the material specified.

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Deliveries - Any delivery schedule indicated is based on our present estimate of the time required to ship after receipt of your order and in case of any item which it is indicated is to be shipped from a producing mill upon current production schedules of the producing mill. In the event of any delay in our performance due in whole or in part to any cause beyond our reasonable control, we shall have such additional time for our performance as may be reasonably necessary under the circumstances. Acceptance by you or any goods shall constitute a waiver by you of any claim for damages on account of any delay in delivery of such goods.

Compliance with Laws - Any clause required to be included in a contract by any applicable law, or by any administrative regulations having the effect of law, is hereby incorporated herein.

Patent Infringement - If any of the goods are to be furnished to your specifications, you agree to indemnify us and our successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent in connection with the production of such goods.

Tools, Dies and Fixtures - Unless otherwise expressly provided, any tools, dies or fixtures which may be developed for use in the production of the goods covered shall be owned by us or any producing mill, as we may elect, even though you are charged in whole or in part for the cost of such tools, dies and fixtures.

Shipments - Unless otherwise expressly stated, shipment may be by carrier or other means selected by us.

Returned Goods - Written permission and a Return Goods Authorization number must be obtained before returning any materials. CFF reserves the right to deny issuing a Return Goods Authorization after 60 days of the product being invoiced. All material returned is subject to inspection upon return to CFF. If the material is not in saleable condition upon inspection, it will be returned to the customer at the customer's expense. All saleable condition material will be returned to stock and a credit will be issued. Material returned in saleable condition will be subject to a restocking charge of (25%) twenty five percent minimum. Special items as well as non-stock items are not subject to return.

Tolerances and Variations - All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

Limited Warranty - We warrant only that the goods will conform to their description as herein stated, subject to tolerances and variations described in the following paragraph. **WE MAKE NO OTHER WARRANTY. EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability - Your exclusive remedy for breach of contract as to any term hereof, and our only liability for any such breach, shall be replacement or repair of such goods, or repayment to you of the purchase price paid by you for such goods, whichever such remedy we shall select, and if we elect to repay, the purchase price of any such goods and so advise you, you must return such goods to us immediately. In no event will we be liable for incidental or consequential damages, including but not limited to loss of revenue or profits or any other special damages.

Entire Agreement - The terms set forth herein constitute the sole terms and conditions upon which we offer goods for sale. No other term, condition or understanding, whether oral or written shall be binding upon us, unless hereafter made in writing and signed by our authorized representative. Any purchase order you issue to us shall constitute your unconditional agreement to be bound exclusively by the foregoing Conditions and Terms of Sale. We hereby specifically object to any different or additional terms that might be contained in your purchase order.