

Beta Steel Group PURCHASE ORDER, TERMS AND CONDITIONS

1. Seller will arrange and pay for, as requested, transportation of the goods by common carrier to the Beta Steel Group or its divisions.
2. Seller will give notice to Beta Steel Group as soon as the goods are ready for delivery and identification of the goods under Section 2-501 of the Uniform Commercial Code will take place at that time. Risk of loss shall not pass to Purchaser until receipt and acceptance of tendered goods. Title to the goods shall remain with the Seller until the Buyer actually receives the goods.
3. Unless otherwise specified, goods required under this contract shall be in a single lot.
4. Buyer shall have the right to inspect the goods upon tender by the Seller and prior to payment and acceptance. Buyer shall have the opportunity at the time and place of inspection, to run adequate tests to determine whether the goods tendered conform to specifications of this contract. If upon inspection Buyer determines that the goods do not conform to the description of the contract, Buyer shall have the right to preserve and keep a small sample of the goods tendered for the purposes of having evidence of the tendered goods' kind and quality. Other non-conforming goods which are rejected shall be returned to Seller at Seller's cost.
5. Time is of the essence in this contract.
6. Any agreement based on this order can only be modified or rescinded in writing signed by both of the parties.
7. This order may be accepted only by signing one copy of the order and returning it to Buyer so that it will be received within ten (10) days of the date of this order. Shipment of the goods shall not constitute acceptance. Buyer reserves the right to revoke this order at any time before acceptance.
8. Acceptance of this order must be made on its exact terms and if any additional or different terms are proposed by the Seller, its response shall constitute a counteroffer.
9. Procurement of all import permits and licenses and the payment of United States import duties and customs' fees shall be the sole responsibility of the Seller.
10. If the goods are not shipped in accordance with Buyer's direction and the instructions set out in this order, Seller shall pay to Buyer any excess costs occasioned it thereby.
11. PURCHASE ORDER NUMBER must be shown on each packing slip and invoice.
12. If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Buyer's specific authorization.
13. No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
14. Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. Buyer may, and at Seller's directions shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.
15. Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dates.
16. If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make deliver, or Buyer to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this order unless the delay is an excusable delay as hereinafter defined. An excusable delay shall not constitute a default hereunder. The term "excusable delay" as used in this paragraph means any delay in making or accepting deliveries which result without fault or negligence on the part of the party involved and which is due to causes beyond its control, including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, acts of the other party hereto, fires, floods, epidemics, quarantine restriction, strikes, fright embargoes, unusably severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other of any such delay and the cause thereof.
17. Seller expressly warrants that all materials and articles covered by this order or other description or specification furnished by Buyer shall be in exact accordance with such order, description or specification and free from defects in material and/or workmanship and merchantable, and shall conform to any warranties which arise by implication by law or by the conduct of the parties. Such warranties shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or by payment for them. Any deviations from the order or specifications furnished hereunder, or any disclaimers, exclusions or modifications of any warranties, expressed or implied, shall not be a part of this contract unless specifically agreed to in writing by Buyer's purchasing department.
18. Buyer shall have all the remedies available at law or in equity. No modification or limitation of remedy shall be part of this contract unless specifically agreed to in writing by Buyer.
19. Seller, in the performance of this order, shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other Federal, state and local laws, including all environmental and ethical laws and regulations, in effect in such form as Buyer may from time to time require.
20. This contract shall be construed under the laws of Michigan