1011 Warrenville Rd
Suite 500
Lisle, IL 60532
(800) 621-4366

TERMS AND CONDITIONS

No Modifications

The sale of goods hereunder is expressly conditioned upon the terms and conditions contained or referred to herein. NO TERMS OR CONDITIONS WHICH ALTER OR MODIFY IN ANY WAY ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS OR COMMUNICATIONS FROM PURCHASER. Authorization by purchaser to furnish goods hereunder constitutes acceptance of these terms and conditions.

Quotations

All quotations made by Leeco or its agent are subject to change without notice of prior sale and unless otherwise agreed are binding only for immediate acceptance. Leeco reserves the right to cancel contracts upon which full specifications have not been given. Special material is not subject to cancellation without Leeco's written consent.

Orders

Orders by telephone are accepted at the risk of the Purchaser, and shipments made before receipt of written confirmation are for the convenience of Purchaser. To avoid the possibility of duplication, Purchaser's confirming order must be clearly marked "Confirmation." Confirmation orders not so marked may at Seller's election be treated as original open orders. Orders cannot be cancelled or modified without Seller's consent.

Taxes and Other Charges

Any taxes which under any existing or future law Leeco 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 ancillary services covered shall if not separately shown, be added as a separate item to the quoted price and shall be paid by the purchaser to Leeco on demand. The foregoing shall not apply to any taxes, the payment or collection of which by Leeco is excused by reason of delivery to the company of valid tax exemption certificates. Buyer is responsible to report and pay all taxes.

Delivery

Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and governmental acts and regulations. Seller shall not be liable for consequential or incidental damages resulting from any delay in delivery. Purchaser's right to reject due to delay in delivery is waived unless notice thereof is presented to Seller in writing within five (5) days after delivery.

Prices

Prices, quotations, shipments and deliveries are FOB Leeco's warehouse--title and risk of loss transfer to the organization/purchaser when the merchandise leaves Leeco's warehouse. Delivered prices are computed by adding Leeco's FOB price plus actual transportation costs from the company's warehouse to destination and may include a fuel surcharge. If freight rates are increased or decreased prior to shipment the delivered price on the unshipped portion of the order, or contract so priced, will be increased or decreased accordingly. Increases in Seller's cost of the subject materials will result in increases in the prices shown herein. Such price changes may be made effective by Seller without the prior notice to Purchaser.

Installments

Unless otherwise expressly stated, Seller shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure of Purchaser to pay for any installment when due shall excuse Seller for making further deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

Weights

Merchandise is not billed on actual weight. All material is billed on theoretical nominal weight.

Tolerances

Except in particulars specified by the purchaser and expressly agreed to by Leeco, the products furnished hereunder shall be subject to tolerances and variations consistent with ASTM guidelines regarding dimension, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

Claims

As provided in the Terms and Conditions, Leeco's liability shall be limited to repayment of the purchase price paid by purchaser or replacement of the defective material as selected by Leeco. Leeco shall not be held responsible for damages beyond actual replacement of or credit for, the material itself. Failure of the purchaser to inspect delivered goods immediately upon receipt thereof shall constitute waiver of purchaser's rights for non-conformance, defects, shortages or other material variations of the delivery and shall be deemed an acceptance of the goods. No allowance shall be made to the purchaser for material or labor involved in the movement of rejected material from its plant.

I agree to the above terms and conditions _____ Yes _____ No Initials _____ Date _____

Selecting "No" will require additional steps to be completed that may slow down any pending orders. Your sales representative will contact you to discuss.

1011 Warrenville Rd
Suite 500
Lisle, IL 60532
(800) 621-4366

Warranty, Disclaimer

If the goods purchased hereunder are defective or are not in substantial conformity with the specifications, Seller will replace such materials with conforming materials at the point of initial delivery or will, at Seller's election, allow Purchaser a credit or refund for the purchase price, provided that (1) Purchaser has notified Seller of the defect or nonconformity within ten (10) days after the delivery of the material; (1) the material has been properly worked or used by Seller and (2) Seller has been given a reasonable opportunity to inspect the material. Purchaser may not return material without Seller's consent. After inspection or waiver of inspection by Seller, Seller will arrange for the disposition of defective or nonconforming materials. This warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on Seller's part. SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE. Seller is not liable for loss of time, cost of labor expended, or for any separate, special, direct, consequential, or incidental damages, including without limitation, consequential damages resulting from rejection of finished parts by Purchaser's customers.

Claims Against Common Carriers

If Purchaser discovers a shortage in goods delivered or if the goods have been damaged in transit, Purchaser must make a note to that effect upon the receipt Purchaser gives the carrier or his agent. Also, Purchaser must request that a similar notation be made on the freight bill. Damaged material must not be unloaded until it has been inspected and noted in writing. If there is justification for a claim, Purchaser will file promptly with the carrier. If the material was shipped F.O.B. destination, Purchaser must take the above steps, notify Seller immediately, and Seller will file a claim.

Financial Responsibility

Reasonable doubt on the part of Seller concerning the financial responsibility of Purchaser shall entitle Seller to stop operation, decline shipment, or stop any material in transit without liability, until the materials have been paid for or until Seller is furnished reasonably satisfactory proof of Purchaser's financial responsibility.

Litigation and Collection

Any litigation concerning the sale of goods hereunder shall be brought in the United States District Court for the Northern District of Illinois or, if subject matter jurisdiction is lacking therein, in the Circuit Court of DuPage County, Illinois, which courts shall have the exclusive venue for and have exclusive jurisdiction over any such litigation. Seller and Purchaser hereby expressly consent to the jurisdiction and venue of said courts.

Attorneys' Fees

If any default is made in payment of amounts due for the sale of goods hereunder, and the account is placed in the hands of any attorney for collection, Purchaser agrees to pay Seller's reasonable cost of collection, including reasonable attorneys' fees, not to exceed the amount owed by any applicable statute.

Failure to remit payments within approved terms may result in adverse credit reporting to risk management organizations; application of late fees to the purchaser's account; imposition of attorney fees and court costs charged to Leeco for pursuing collections of purchaser's charges; imposition of interest on any amount that is delinquent; or imposition of collection fees associated with remanding the account to a third party for purposes of collection.

Freight Charges

If the quoted price for the goods was based on freight being allowed to destination, any change in applicable freight rates between the date of the quotation and the time of shipment will result in a corresponding change in price. If the quotation included sufficient material for a carload or truckload shipment and Purchaser has ordered shipments to be made in less than carload or truckload amounts, then Purchaser must pay the difference between carload/truckload and less than carload or truckload freight.

Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be the responsibility of the Purchaser.

Controlling Law

This contract is deemed made in Illinois and shall be governed by and construed in accordance with the laws of Illinois.

Waiver

Neither any failure nor any delay on the part of Seller in exercising any rights under this invoice shall operate as a waiver of any of Seller's rights hereunder.

Equal Opportunity and Affirmative Action

In furnishing goods or services hereunder, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

I agree to the above terms and conditions _____ Yes _____ No Initials _____ Date _____

Selecting "No" will require additional steps to be completed that may slow down any pending orders. Your sales representative will contact you to discuss.

1011 Warrenville Rd
Suite 500
Lisle, IL 60532
(800) 621-4366

APPLICATION FOR CREDIT: CREDIT APPLICATION TERMS

Credit Application

In making this application for credit, the undersigned authorizes Leeco Steel, LLC ("Leeco" or the "company") and its employees, agents and representatives to access information that may be released by banks, creditors, and risk management organizations for the sole purpose of credit approval, credit reviews, and sales order authorizations.

The undersigned agrees that he/she is authorized to apply for credit on behalf of the organization stated above ("the organization" or "purchaser") and that, the undersigned and company, agree that all amounts are payable on or before the net due date as shown on each invoice. Any invoices paid after said date, are then delinquent.

Failure to remit payments within approved terms may result in adverse credit reporting to risk management organizations; application of late fees to the purchaser's account; imposition of attorney fees and court costs charged to Leeco for pursuing collections of purchaser's charges; imposition of interest on any amount that is delinquent; or imposition of collection fees associated with remanding the account to a third party for purposes of collection.

Acceptance

The authority of Leeco's sales person or agent extends only to the solicitation of orders. All orders placed with Leeco are subject to acceptance by the company. The Terms and Conditions and MSDS Information attached hereto are hereby incorporated herein by this reference (the "Terms and Conditions"). The terms and conditions set forth herein, together with Leeco's Terms and Conditions attached hereto, shall constitute the sole terms and conditions of any sales order. Terms or conditions whether contained in purchaser's confirmation, a purchase order, purchase or shipping release forms or elsewhere inconsistent with or in addition to the terms and conditions stated herein or attached hereto, are objected to by Leeco and purchaser's acceptance of delivery of all, or any part of the goods, shall constitute purchaser's acceptance of the terms and conditions set forth herein and in the Terms and Conditions.

Credit Approval

Shipments, deliveries and performance of work may be subject to the approval of Leeco's credit department. At any time, Leeco may decline to approve any shipments or delivery of or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to that department.

Terms/Service Charge

Failure to pay the amount due shall, in addition to other remedies, result in interest at the rate of 18% per annum, or if less at the highest legal rate, on the delinquent account. Leeco shall also charge the account with any fees associated with insufficient funds. The organization agrees to pay all costs, expenses and fees of Leeco's enforcement of payment on any invoice charged to the purchaser's account.

Remittances

Payments shall be remitted directly to the company's lockbox via mail or ACH/wire transfer. If an ACH or Wire Transfer is initiated, the remittance advice must be sent to credit@leecosteel.com. Please see attached remittance instructions for payment by check, ACH/EFT and wire transfer.

No Modifications

The sale of goods hereunder is expressly conditioned upon the terms and conditions attached. NO TERMS OR CONDITIONS WHICH ALTER OR MODIFY IN ANY WAY ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS OR COMMUNICATIONS FROM PURCHASER. Authorization by purchaser to furnish goods hereunder constitutes acceptance of the attached terms and conditions.

I am authorized to apply for credit on behalf of the company stated, herein.	_____
I received a copy of the terms and conditions.	_____
I authorize Leeco Steel, LLC to run credit reports and trade references on behalf of the company stated herein.	_____
I agree to the above credit application terms.	_____

Conditions not agreed to will require additional review that may slow down any pending orders. Your sales representative will contact you to discuss.

_____ Authorized Signature

_____ Date

PRINTED NAME
TITLE

1011 Warrenville Rd
Suite 500
Lisle, IL 60532
(800) 621-4366