ENTIRE AGREEMENT: These Bushwick Metals LLC Terms and Conditions of Sale ("this Agreement") constitute the sole terms and conditions of the agreement between you ("you," "your," "customer") and Bushwick Metals LLC ("us," "our," "we," "Bushwick") with regard to all sales of goods and/or provision of services. The term "Bushwick Metals LLC" includes all parents, subsidiaries, and affiliates. Your acceptance is expressly limited to the terms of this Agreement; no order shall have any effect or purpose acknowledged in writing by us or by our shipment of goods or provision of services, it being acknowledged that we are not obligated to accept any purchase order or may do so in whole or in part; any proposal for additional or different terms is hereby deemed material and is objected to and rejected. No addition to or modification of these Terms and Conditions of Sale shall be valid or binding on us unless signed by our authorized representative.

PRICES: All goods are subject to prior sale, unless we otherwise expressly indicate in writing. The prices quoted may be changed by us at any time and from time to time without notice. We reserve the right to correct any errors or omissions in specifications or prices without liability. Unless we otherwise specify in writing, all freight, insurance and shipping charges shall be at your sole cost and expense.

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 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 or collection of which by us is excused by reason of delivery to us of valid tax exemption certificates.

QUANTITIES: We reserve the right to allocate goods and services to our customers as we see fit. On certain commodities, the producing mill reserves the privilege of shipping over or under the ordered quantities, with or without additional cost, which will constitute full and complete shipment of the material specified.

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TERMS OF PAYMENT: Upon credit approval, standard terms of payment shall be 1/2% 10 Days, Net 30 days, unless we otherwise designate in writing. All amounts you owe us shall be paid without abatement, deduction, or offset. The date of payment of an invoice shall be the date the payment is received by us at the location designated on the invoice. If, in our judgment, your financial condition or other matters do not justify continuance on the terms of payment above, we reserve the right, without liability and without prejudice to any other rights and remedies, to suspend performance, decline to ship, stop goods in transit, require full or partial payment in advance or otherwise adjust the terms of this Agreement including ceasing to supply you. If your account becomes delinquent, you shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, costs of collection, attorneys’ fees, costs and expenses. We reserve the right to process/convert checks electronically.

DELIVERIES: Any delivery schedule indicated is based upon our present estimate of the time required to ship after receipt of your order and in case of any item which is to be shipped from a producing mill upon current production schedules of the producing mill. We reserve the right to require partial shipment and invoice therefor. We shall be liable for any claim, loss, damage or expense of any kind whatsoever for delays in delivery or loss or damage in transit.

SHIPMENTS: Unless otherwise expressly stated, shipment may be by carrier or other means selected by us. Title to any goods priced at destination shall pass to you upon delivery at the destination specified. No goods may be returned without our prior authorization.

WARRANTY: You warrant that all information, documents and data that you provide to us is accurate and complete.

DISCLAIMER OF WARRANTIES: Upon your request for Mill Test Reports they will be passed on to you, but we are not warranting the accuracy of the test reports or the applicability of the specified material to your requirements. We reserve the right to change, substitute, or modify our specifications when required, may be treated by us as a breach of contract by you, and we may cancel any unshipped balance without our prior authorization.

ASSIGNABILITY: You agree to assign goods upon your request. All rights, duties and obligations of you under this Agreement will be taken by you at your sole cost and expense. We reserve the right to process/convert checks electronically.

TERMINATION: We reserve the right to cease work or terminate this Agreement or any purchase or sale, in whole or in part, at any time, without liability, if (i) you are in breach or default of this Agreement or any of your obligations hereunder; (ii) you or your agent is in violation of any of the terms of this Agreement without objection; (iii) you are in breach or default of any other agreement with us or any producing mill, as we may elect, even though you are charged with an apparent breach or default of such agreement; (iv) you are not in substantial compliance with any federal, state, or local law or regulation; (v) your breach of this Agreement; and (vi) you or your agent is in violation of any other agreement with us or any producing mill, as we may elect, even though you are charged with an apparent breach or default of such agreement.

LIMITATION OF LIABILITY: Our exclusive remedy for breach of contract as to any goods, and our only liability for any such breach, shall be the re-performance of any services, replacement or repair of such goods, or repayment to you of the purchase price paid by you for such goods or services, whichever such remedy we shall select, and if we elect to repay the purchase price of any such goods and so advise you, we must have no obligation to provide insurance. Under no circumstances shall we be liable to you or any other person or entity for incidental, consequential, exemplary, punitive or special damages or any other losses or expenses, including without limitation, for injuries to persons or damage to property, loss of profit or revenues or use, diminution in value, cost of substitute products, loss of use, or claims of your customers even if we have been advised of the possibility of such damages, regardless of the theory (contract, tort or otherwise) upon which the claim is based and notwithstanding the failure of any agreed or other remedy of its essential purpose.

TOOLS, DIES AND FIXTURES: Unless otherwise expressly set forth in writing by us, any tools, dies or fixtures which may be used, developed or acquired 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 with a portion of the cost of such tools, dies and/or fixtures.

INDEMNIFICATION: You shall defend, indemnify and hold us and our representatives, agents, employees, successors and assigns harmless from and against all claims, suits, demands, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys’ fees) (collectively, "Losses"), including death or injury, arising out of or relating to (a) any act or omission by you or your agent; (b) your or your agent’s actions, including your or your agent’s failure to follow our instructions; (c) your or your agent’s action, including your or your agent’s failure to follow our instructions; (d) your breach of this Agreement; and (e) your or your agent’s actions, including your or your agent’s failure to follow our instructions.

巴什维克金属有限公司

2014年1月