



# Structural and Steel Products Manufacturing, Ltd.

## TERMS AND CONDITIONS

1. Structural and Steel Products Manufacturing, Ltd. ("SSPM") shall not be responsible for plans, designs, specifications or drawings furnished by Purchaser or for defects on account thereof, said plans, designs, specifications or drawings furnished by Purchaser being considered for all, the plans, designs, specifications or drawings of Purchaser for which SSPM assumes no responsibility. When shop drawings are furnished by purchaser, SSPM will not be responsible for errors therein. After fabrication is started no changes will be made or allowed unless ordered in writing and the price therefore adjusted and agreed upon in writing before proceeding with the changes, if such changes affect the price. If SSPM considers shop drawings necessary, it will submit said drawings to Purchaser for approval. If not plans, designs, specifications, or drawings are specifically references herein being applicable to the customer's order, it shall be conclusively presumed that no such documents are applicable to the item or work purchased or ordered herein. Any special requirements of the purchaser must be stated herein in order to be enforceable against SSPM. Further, none of the purchaser's contract documents, including but not limited to plans, designs, specifications, or drawings, are incorporated herein except to the extent as any such document may be specifically stated in this agreement.
2. No allowance or claim for correcting errors on SSPM's part will be recognized or allowed unless agreed to by SPM and the amount of the claim in no event shall exceed the actual cost in labor and material of correcting the error.
3. SSPM shall be excused for delays in the performance in whole or in part of any contract made on the basis of this proposal resulting in whole or in part from any cause beyond the control of SSPM, including but not limited to fire, earthquake, flood or windstorm; strikes, lockouts or other differences with employees; war, riot or embargoes; delays, losses or damages in transportation; or shortage of cars, fuel, labor or material; delays or disputes with any supplier to SSPM. In the event any such cause for delay, the time for completion shall be extended accordingly.
4. In the event an order results from this proposal, either by actual acceptance hereof, or by means of an order written on Purchaser's order blank, it is to be understood that all terms and conditions specified herein shall become part of such order.
5. All payments under the terms herein are due and payable at the office of SSPM in Fort Worth, Texas. In case payment is not made as agreed, purchaser agrees to pay interest on any amount past due amount at the rate of 18% per annum. In case this contract is place in the hands of an attorney for collection, or if collection by a suit or through the Probate or Bankruptcy Court, the purchaser shall also be liable for all reasonable attorney fees and costs of collection. Venue of any dispute between purchaser and SSPM shall be in Fort Worth, Tarrant County, Texas.
6. Sales tax, if any, or other special tax, payable under the laws of State where property is to be delivered as mentioned herein, shall be added to the price quoted, unless tax is paid direct by the Purchaser.
7. This quotation does not include installation, nor materials for other bid items except as contained herein.
8. This quotation includes a discount of 4.0% with payment made via cash, check or wire transfer. If payment is not made through cash, check or wire transfer, the 4.0% discount will be forfeited and charged as a separate line item on the invoice.
9. Prices quoted are F.O.B Fort Worth, Texas with truck load freight allowed for direct delivery to nearest accessible point to job site, for prompt unloading. Price allows for delivery of total requirements at one time unless otherwise agreed upon. Purchaser shall be responsible to provide all insurance for the

material shipped. The risk of loss of the material shall be assumed by purchaser as soon as the material is placed in the possession of the carrier (either at SSPM's premises or at the carrier's location) in Fort Worth, Texas for transportation.

10. It is specifically understood that title to and ownership of the materials to be supplied herein shall not pass to purchaser unless and until SSPM receives payment in full as specified hereunder. Further, purchaser herein grants a security interest to SSPM to any or all of the goods supplied hereunder, and purchaser specifically agrees that SSPM may, without resort to Court order, remove, reclaim and take possession of any or all of the materials supplied to purchaser in the event that payment has not been made according to the terms specified in this agreement.

11. EXCEPT AS MODIFIED IN THIS AGREEMENT, SSPM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MATEIRALS TO BE DELIVERED PURSUANT TO THIS AGREEMENT. SSPM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE MATERILS TO BE SUPPLIED HEREUNDER.