



Roda Specialty Steel, Inc.

TERMS AND CONDITIONS OF SALE

1. The delivery dates written in order confirmations are approximate and do not create a warranty. Seller will not be liable for any delay in delivery or manufacture due to strikes, weather conditions, transportation delays, fires, accidents at warehouse, mills or processors, acts of terrorism, war, or any other conditions beyond the Seller's control.
2. The Seller reserves the right to over-ship or under-ship the order weight within the industry standard tolerance of 10%.
3. The Purchaser will be automatically obligated, within 10-days of receipt of Seller's confirmation, for all materials and conditions of an order.
4. The Purchaser will not be able to modify, cancel or delay orders without the Seller's agreed consent.
5. Base prices includes 232 Tariff (as long as this Tariff is in effect) and are subject to change with mill notifications and may include existing orders.
6. Surcharges will be assessed at the time of delivery, if material was quoted with a base price.
7. Any claim for material defects discovered *at the time of receipt* must be made within the *maximum period of 15-days* (and supported with samples) or the claim will be forfeited; liability towards Roda Specialty Steel, Inc. will be limited to the value of materials delivered to the Purchaser.
8. All claims, returns, and the amount to be credited, must be approved by the Seller *before* credit will be issued to the buyer.
9. Roda Specialty Steel's Credit Department may refuse to ship: 1) if the Purchaser fails to meet sales terms and conditions; 2) provide adequate credit reference; or 3) fails to establish proof of financial security.
10. The Purchaser will assume ownership of materials, after the Bill of Lading has been signed and materials leave Seller's warehouse, or materials are shipped directly from a mill.
11. Payments are to be issued in U.S. Dollars within terms stated on the Seller's invoice. Discounts are strictly from the date of the invoice, as agreed between Seller and Purchaser.
12. Payment terms are Net-30 days unless separate terms are agreed upon between Seller and Purchaser.
13. In case restocking is approved by Seller – a 15% restocking fee will apply.

Date 6/15/2020