

TERMS AND CONDITIONS OF SALE

Durrett Sheppard Steel Co., Inc. ("Seller") and the party purchasing goods and/or materials ("Customer") hereby agree to the following Terms and Conditions of Sale ("Terms and Conditions"):

1. Customer's Acceptance of Terms. These Terms and Conditions of Sale constitute the final and entire understanding and agreement between Seller and Customer relating to the goods and/or materials ("Products") sold by Seller to Customer. Customer's acceptance of the Products is expressly conditioned on Customer's acceptance of these Terms and Conditions. Customer's acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, whether prior or subsequent, shall modify or amend these Terms and Conditions or be valid or binding against Seller, unless specifically accepted by Seller in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions and the terms and conditions contained in any document submitted by Customer, these Terms and Conditions shall govern even if Customer's document expressly limits acceptance to Customer's terms and conditions. No course or pattern of dealings or conduct between Seller and Customer and no usage of trade shall be relevant to determine the meaning or intent of these Terms and Conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection.

2. Open Credit Account. Seller reserves th

PURCHASE PRICE FOR THE PRODUCTS SHALL BE OF THE ESSENCE. All sums owing Seller by Customer shall be paid in accordance with the provisions of Seller's invoice or any written quotation issued by Seller and signed by Customer. In the absence of such express provisions, Seller's terms will be net thirty (30) days from the date of invoice. All sums past due and owing to Seller shall bear interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law from the invoice date until paid in full. All payments made by Customer to Seller shall be applied in the following priority: (a) first to the amounts, if any, due to Seller for attorneys' fees and court costs, (b) second to the amounts, if any, due to Seller in the event of Customer's default, (c) third to the amount, if any, of interest due to Seller as a result of Customer's late payment and (d) finally to the balance of the purchase price due to Seller for the Products.

4. Customer's Representations and Warranties. Upon Seller's request from time to time, Customer will provide Seller with current financial information. Customer represents and warrants that any financial information provided to Seller will be financing statement to perfect this security interest at any time.

6. Cancellation and Returns. Customer may not cancel any order of Products for

Customer's convenience without Seller's prior written consent. Seller may, in its sole opinion, authorize Customer in writing to cancel Products normally carried in Seller's inventory. Any cancellation so authorized shall be subject to a cancellation charge of 15% of the purchase price. Customer may not cancel

any processed Products, specially manufactured Products, or Products not normally carried in Seller's inventory.

7. Approval of Sale; Prior Sale. No sale shall be final until approved by the corporate office of Seller. All quotations for Products normally carried in Seller's inventory are subject to prior sale, unless otherwise specified in writing by Seller. All quotations for specially manufactured Products and Products not normally carried in Seller's inventory are subject to mill availability.

8. Price; Basis of Invoices. Seller's price is subject to and contingent upon Customer

Customer in respect of the Products, and Customer accepts the same as its entire right and sole remedy in relation to any breach by Seller of these Terms and Conditions. **IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY TYPE OR NATURE EVEN IF SELLER HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS TO WHICH SUCH LIABILITY RELATES.**

13. Unofficial Communications. No agents, employees, or representatives of Seller have any authority to bind Seller to any affirmation, representation, guaranty or warranty other than those expressly set forth in these Terms and Conditions. Any technical advice furnished by Seller with respect to the selection or use of Products is given without charge, and Seller assumes no obligation or liability whatsoever for the advice given or the results obtained, all such advice being given and accepted at Customer's sole risk.

14. Taxes. All prices quoted by Seller are exclusive of all taxes. In addition to the purchase price, Customer shall pay or reimburse Seller the amount of all sales, use and ad valorem taxes, excises, duties and/or other governmental charges that Seller may be required to pay with respect to the Products.

15. Indemnification. Customer shall indemnify, defend, and hold harmless Seller, its affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of all of them (collectively, the "Seller Indemnified Parties") from and against any and all losses, claims, damages, injuries, liabilities, taxes, fines, penalties, costs or expenses (including attorneys' fees and court costs) incurred or suffered by any of the Seller Indemnified Parties to the extent directly or indirectly arising out of, relating to or resulting from (a) Customer's unloading, storing, handling, packaging, processing, fabrication, or use of the Products; or (b) any negligence, act, or omission of Customer, its employees, agents and anyone for whom Customer may be legally liable.

16. Default; Bankruptcy. Upon failure of Customer to make any payment required hereunder, without deduction, setoff or counterclaim, within ten (10) days after the same becomes due, or if Customer defaults in the performance of any other obligation, term, or condition, or if Customer shall make an assignment for the benefit of creditors, or in the event of a commencement of proceedings by or against Customer involving bankruptcy, insolvency, reorganization or arrangement, or in the case of other significant financial instability of Customer, Seller, without demand or notice of any kind and without prejudice to any other right or remedy of Seller, may (a) terminate the sale of all or any of the Products; (b) suspend the release of any Products on consignment to Customer and defer further deliveries; (c) require Customer to return or allow Seller to reclaim and/or pick-up any unpaid Products; (d) require Customer to pay the purchase price for any or all the Products not yet paid for in full (w all ovcr1sy1nk) req1(Pr)4(ot)4(

in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power, or privilege.

18. Governing Law and Venue. THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH SELLER IS LOCATED WITHOUT REGARD TO ITS CHOICE OF LAW OR CONFLICTS OF LAWS PROVISIONS. ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCTS SHALL BE RESOLVED BY LITIGATION BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS HAVING JURISDICTION OVER SELLER'S LOCATION AND SELLER AND CUSTOMER IRREVOCABLY CONSENT TO THE JURISDICTION OF SAID COURTS.

19. Prevailing Party. In the event of any claim, dispute or controversy arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing party.

20. Assignment and Third Party Rights. Neither party may delegate or assign its rights or obligations without the other party's prior written consent, except that Seller may assign its rights and obligations to an affiliate upon prior written notice to Customer. Any delegation or assignment without such written consent shall be null and void, and without any legal force or effect. Notwithstanding Seller's consent to any assignment or delegation by Customer, these Terms and Conditions shall be fully binding on Customer, its successors and permitted assigns. These Terms and Conditions shall not be deemed or construed as granting or conferring any rights in or providing any basis for claims by third parties.

21. Severability. If any provision contained in these Terms and Conditions or the application thereof to the parties shall be finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be deemed severed and deleted from these Terms and Conditions and replaced with a provision that is valid, legal and enforceable to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions and any other application thereof to the parties shall not in any way be affected or impaired thereby.

22. Acceptance/Enforceability of Copies. Seller may, at Seller's sole discretion, accept a facsimile copy, electronic copy, or photocopy of any order between Seller and Customer in lieu of an original document. Customer consents to Seller's use of such copy and waives any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document.

23. Entire Agreement. These Terms and Conditions contain the final and entire agreement of the parties hereto with respect to the sale and purchase of the Products and all other transactions contemplated herein, and supersede all prior or contemporaneous discussions, negotiations, agreements or understandings, whether written or oral, between the parties relating to the subject matter hereof. These Terms and Conditions may be changed, amended, modified, revised or supplemented only by a written instrument signed by an authorized manager or officer of Seller.

* * * *