



This transaction shall be governed by the laws of the State of Texas, including but not limited to the applicable provisions of the Uniform Commercial Code as adopted by the State of Texas. The invalidity of any term or provision hereof shall not invalidate the remaining terms and provisions hereof.

This Order of Sale constitutes the entire contract and contains all of the agreements of the parties, written or oral. All prior written or oral representations, promises, conditions or statements merged herein. No modification hereof or waiver of any conditions herein contained shall be binding unless in writing, signed by the parties.

Prevention of performance by Seller or delay in delivery caused by Acts of God, work stoppage, slow-downs or interruption, fire, flood, the elements, casualty, default by any common carrier, or which are due to Government regulations or restrictions affecting the Seller, or inability or refusal of the Buyer to accept or receive shipment when due, or other cause beyond the Seller's control, shall entitle the Seller to extend the time for the performance and delivery for a period, or periods, of time which, in the Seller's discretion appears to be reasonable, or, the Seller may, at its option, cancel the sale, without further liability on the part of Seller.

If, within the fair judgment of the Buyer, the goods shall, after its reasonable and prompt inspection, be deemed not substantially to comply with the agreed specifications, the Buyer shall promptly notify the Seller, in writing of the details of any such failure, and the Seller shall be given the opportunity to confirm, by its inspection, the complaint of Buyer. If, in Seller's opinion, after such inspection, the complaint of Buyer is not valid, or if it elects not to inspect, it shall thereupon have the right either to replace such goods within a reasonable time with other goods meeting the agreed specifications or to cancel the sale, and it shall, in either event, thereupon have the right to require return of the original shipment at its costs. If Buyer has not notified Seller, via certified mail, of a failure to comply with specifications within five (5) days of delivery, the goods shall not be conclusively deemed to be in compliance with specifications.

When more than one class or grade of goods is contained in a single delivery, and one or more of said classes or grades shall not substantially comply with the agreed specifications, the parties shall have the same rights with respect to such class or grade, or classes or grades, as stated in the preceding paragraph, but any class or grade, or classes or grades, contained in such single delivery that conforms or conform to the agreed specification shall not be affected, but the parties shall be fully bound with respect thereto.

If this Agreement provides for delivery of the goods in installments, failure of the Buyer to make any payment promptly when due shall entitle the Seller to treat the entire balance as immediately due and owing and to withhold further deliveries until such default be cured, or to cancel the unexecuted part of the contract. Waiver of any default of Buyer shall not constitute a waiver of any subsequent default, whether or not the Agreement provides for delivery of the goods in installments.

The rights and remedies granted Seller hereunder shall be additions to all rights and remedies granted Seller under the Uniform Commercial Code, as adopted by the State of Texas, and under all other applicable laws of the State of Texas.

Buyers exclusive remedy hereunder is to require Seller to replace materials not in compliance with specifications, unless Seller shall elect to cancel the sale as above provided, and under no circumstances shall the Seller be liable for incidental and consequential damages.

Except as otherwise provided in Seller's price data publications, the total order and each delivery shall be subject to a shipping quantity tolerance of + or - ten (10) percent.

Extrusion dies, tools, printing plates or cylinders and other equipment acquired by the Seller to fill this order shall remain Seller's property and in its sole possession and control. Any die service or other equipment charges assessed by Seller are for the use of such equipment and convey no proprietary rights to Buyer. When Seller has not made shipments to Buyer for products made with such equipment for a period of one year, Seller may dispose of such equipment.

Orders that require processing or fabrication are non cancelable once processing or fabrication has begun on the items. If materials have been purchased for this work to begin then materials are subject to a 30% restocking fee. This includes any mill run orders.

Orders that are canceled after being pulled from Inventory are subject to a 30% restocking fee.

Due to market volatility pricing is subject to reconfirmation at time of order placement.