

## TERMS AND CONDITIONS OF SALE

1. Reliance Steel & Aluminum Co., d.b.a. Reliance MetalCenter (referred to herein as “Reliance”) and the applicant for credit (referred to herein as the “Customer”) agree to the following Terms and Conditions for the sale of material to the Customer.
2. Acceptance of Terms and Conditions. The Customer agrees to the Terms and Conditions set forth herein, none of which may be added to, deleted, modified, superseded or otherwise altered. Any different, inconsistent or additional items in any proposal, offer, acknowledgment of these Terms and Conditions, or other documents issued by the Customer, whether prior or subsequent hereto, are hereby rejected, notwithstanding the Customer’s accepting or paying for materials from Reliance.
3. Credit Extension and Documents. Credit will be extended by Reliance to the Customer at Reliance’s sole discretion and based on the information provided on the Credit Application and financial statements provided to Reliance. The Customer agrees and acknowledges that the information provided is true and correct and that Reliance is relying on the information in making its decision to extend credit. Customer represents that it is solvent as of the date the Customer applied for credit with Reliance. Reliance is authorized to run credit reports on the Customer and check with its credit references. Customer shall provide financial statements and credit references requested by Reliance at the time of this application and at periodic times in the future as requested by Reliance.
4. Credit Decision. Reliance reserves the right in its sole discretion to approve or disapprove any request by Customer for credit. The amount of credit extended by Reliance will be determined by Reliance in its sole discretion and may vary from time to time.
5. Authorization and Payment. Customer agrees to pay all invoices, charges, fees and costs which Customer incurs on its account. It is conclusively presumed that any person ordering material on behalf of the Customer has authority to place such orders unless Customer notifies Reliance within five (5) days of any unauthorized use of Customer’s credit. All sums owed to Reliance by Customer shall be paid in accordance with the terms and conditions expressed in any written quotation signed by Reliance, or on Reliance’s invoice. In the absence of such express terms and conditions, Reliance’s terms will be net 30 days. Whether or not expressed in the quotation or the invoice, all sums past due shall bear interest at the rate of eighteen percent (18%) per annum. Payments made to Reliance shall be applied in the following priority: a) first to the amounts, if any, due to Reliance for costs of collection, including but not limited to attorney’s fees and court costs; b) second to interest due to Reliance; and c) finally to the balance of the purchase price due to Reliance.
6. Taxes. Prices quoted by Reliance are exclusive of all taxes. In addition to the purchase price, the Customer shall pay or reimburse Reliance the amount of all sales, use and ad valorem taxes, excises, duties and/or other governmental charges that Reliance may be required to pay with respect to the material.

7. Notice of Errors. Customer agrees to notify Reliance in writing of any error on an invoice within five (5) days after the date of that invoice. If not so notified, the invoice shall be conclusively deemed to be correct, and accepted as rendered.
8. Purchase of Less than Ordered and Weight. Reliance's price is subject to and contingent upon the Customer purchasing the entire quantity of material identified in Reliance's quotation. If the Customer purchases less than the entire quantity of material identified therein, the prices for the material may vary. Reliance shall invoice all material in accordance with its schedule of weights, areas, sizes and lengths. All weights shall be theoretical and shall be determined in accordance with ASTM standards.
9. Security Interest. To secure Customer's full and prompt payment of the purchase price for the materials, Customer grants to Reliance a first priority, purchase money security interest in and to the material, and all products and proceeds thereof. The Customer authorizes Reliance to file a UCC financing statement to perfect this security interest.
10. Cancellation of Order. Customer may not cancel an order of material without Reliance's prior written consent. A cancellation so authorized shall be subject to a charge of 15% of the purchase price. Customer may not cancel an order of processed material, specially manufactured material, or material not normally carried in Reliance's inventory.
11. Quotations. All quotations for material normally carried in Reliance's inventory are subject to prior sale, unless otherwise specified in writing by Reliance. Quotations for specially manufactured material and material not normally carried in Reliance's inventory are subject to mill availability.
12. Title and Risk of Loss. Title to material shall pass to the Customer when it is loaded on the transportation facility (i.e. rail or truck), irrespective of any freight allowance, prepayment of freight or delivery terms. Risk of loss shall pass to the Customer when delivered to the Customer if delivery is made by Reliance's trucks. If delivery is made by common carrier, risk of loss shall pass to the Customer when the material is loaded on the common carrier.
13. Inspection and Shortage/Damage. The Customer shall carefully inspect all material and shipping documents promptly upon delivery. No claim for shortages or damage will be valid or enforceable against Reliance unless: a) the Customer notifies Reliance in writing specifying in detail the shortage or damage within five (5) days from the date of delivery, b) the Customer returns the damaged material to Reliance within ten (10) days following delivery, c) upon return, Reliance confirms the damage, and d) the Customer has filled all shipping documents with Reliance with a notation on the face thereof by an authorized agent for the carrier as to the material claimed to be short or damaged during transit. Any processing or use of the material by the Customer, other than its return to Reliance, shall be conclusive as to the Customer's acceptance of the material as being satisfactory and in accordance with these Terms and Conditions.
14. Default. 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 the Customer defaults in the performance of any other obligation, term, or condition, or if the Customer shall make an assignment for the benefit of creditors, or in the event of a commencement of proceedings by or against the Customer involving bankruptcy, insolvency, reorganization or arrangement, or in the case of other significant financial instability of the Customer, Reliance, without demand or notice of any kind and without prejudice to any other right or remedy of Reliance, may: a) terminate the sale of any of the material; b) suspend the release of any material to the Customer and defer further deliveries; c) require the Customer to return or allow Reliance to reclaim and/or pick up any unpaid material; d) require the Customer to pay the purchase price for any material not yet paid for in full (whether such material is on hand, in process or on order, and whether or not delivered) and any other sums due from the Customer to Reliance, which the Customer shall pay on Reliance's first demand notwithstanding any credit period or other forbearance; e) place any material identified to the Customer in storage at the cost and risk of the Customer; f) apply any payments made by the Customer as Reliance may elect without regard to any appropriation by the Customer; g) sell any of the material at such price as may be available without having any duty to the Customer to do so at the best price, and collect any shortage in price from the Customer; and h) exercise any other right or remedy that Reliance may have at law or in equity in the event of the Customer's default. Reliance is entitled to immediate relief from the automatic stay to recover material delivered to the Customer should the Customer file bankruptcy.

15. Costs of Collection, Attorney's fees, and Litigation Expenses. If Reliance is not paid on time, in accordance with these Terms and Conditions, Customer shall pay all costs and expenses incurred by Reliance in connection with its attempts to obtain payment, including collection agency fees, attorney's fees, litigation expenses (including but not limited to deposition costs and expert witness fees) and court costs, whether incurred prior to suit, during suit, on appeal or in bankruptcy proceedings.
16. Limited Warranty and Limitation of Liability. Reliance warrants to Customer for a period of twelve (12) months following delivery only that: a) the material shall conform to the description and specifications, subject to industry standard tolerances and variations; and b) Reliance has good title to the material free and clear of liens, security interests or encumbrances. **RELIANCE HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ANY AND ALL OTHER ORAL OR WRITTEN WARRANTIES WITH RESPECT TO THE MATERIAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RELIANCE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN OFFICER OF RELIANCE.**
17. Limitation of Liability. Reliance's liability shall be limited to replacement of non-conforming material or refund of the purchase price. The foregoing sets forth Reliance's entire obligation and liability to Customer with respect to the material, and Customer accepts the same as its entire right and sole remedy in relation to any breach by Reliance of these Terms and Conditions. **IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL**

**RELIANCE BE, LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE. RELIANCE'S TOTAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIAL, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION. ALLOWED DAMAGES SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE MATERIAL TO WHICH SUCH LIABILITY RELATES.**

18. Unofficial Communications. No agents, employees, or representatives of Reliance have authority to bind Reliance to an affirmation, representation, guaranty or warranty other than those expressly set forth in these Terms and Conditions. Any technical advice furnished by Reliance with respect to the selection or use of material is given without charge, and Reliance assumes no obligation or liability whatsoever for the advice given or the results obtained, all such advice being given and accepted at the Customer's sole risk.
19. Indemnification. The Customer shall indemnify, defend, and hold Reliance, its affiliates, and directors, officers, employees, agents, successors and assigns harmless from and against all losses, claims, damages, injuries, liabilities, taxes, fines, penalties, costs or expenses (including attorney's fees and court costs) incurred or suffered directly or indirectly arising out of, relating to or resulting from: a) the Customer's unloading, storing, handling, packaging, processing, fabrication, or use of the material; or b) any negligence, act, or omission of the Customer, its employees, agents and anyone for whom the Customer may be legally liable.
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 Reliance may assign its rights and obligations to an affiliate. Notwithstanding Reliance's consent to an assignment or delegation by the Customer, these Terms and Conditions shall be fully binding on the 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. Compliance with Law. Customer represents and warrants that it shall comply with all federal, state and local laws, regulations and ordinances with respect to the purchase of the material from Reliance.
22. Choice of Law and Venue. Utah substantive law shall apply to these Terms and Conditions. Utah procedural law, including Utah's limitation periods, shall apply to enforcement of these Terms and Conditions. Any legal action brought to enforce these Terms and Conditions or the relationship between the parties shall be brought in the state or federal courts of Salt Lake County, Utah.
23. Force Majeure. Neither the Customer nor Reliance shall be liable for any delay, breach or

nonperformance of these Terms and Conditions (other than the payment of amounts owed hereunder) due to any cause beyond such party's control. This includes but is not limited to acts of God, war, civil disturbances, acts of any foreign, or local government, nonavailability, delay or diversion of transport, lock-outs, strikes or trade disputes, break down or interruption of any plant, machinery, equipment, and shortage, non-availability or allocation of raw materials.

24. Integration. These Terms and Conditions embody the entire agreement of the parties for sales on credit. No promise, representation or agreement for credit made prior to or subsequent to the execution and delivery hereof by either party, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same is in writing signed by all the parties hereto; provided that Reliance may modify or amend the terms by modification on its Web Site, which modification shall be fully binding on the parties for purchases and extensions of credit after the date of the modification.
25. Waiver. Any waiver of these Terms and Conditions must be in writing and signed by the party against whom such waiver is asserted and shall not be a continuing waiver of any other breach or default. Acceptance by Reliance of any payments with knowledge of a breach or default shall not constitute a waiver of these Terms and Conditions. No omission or delay by either party in exercising a 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.
26. Severability. If any provision herein or the application thereof to the parties shall be finally determined by a court to be invalid, illegal or unenforceable, 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.
27. Enforceability of Copies. Reliance may, at its sole discretion, accept a facsimile copy, electronic copy, or photocopy of the Credit Application and any other document between it and the Customer in lieu of an original document. The Customer consents to Reliance's use of copies.