

## TERMS and CONDITIONS of PAYMENT for LONDERVILLE STEEL and CONCRETE LLC

The following Terms and Conditions of Sale apply to all sales of products and services by Londerville Steel and Concrete LLC.

All orders are subject to acceptance by Londerville Steel and Concrete LLC pursuant to our terms and conditions stated herein. These terms and conditions supersede and take precedence over any and all terms and conditions on any contrary documents including, but not limited to confirmations, purchase orders, shipping release forms, or other documents submitted by you to us. Orders cannot be cancelled or changed without our written consent or permission.

Prices quoted may be changed by us without notice to reflect our current price in effect at the time of shipment. We reserve the right to correct any obvious errors in specifications and prices. Raw materials, energy or transportation surcharges imposed upon us by our suppliers at the time of shipment shall be passed through to you. Any taxes which we may be required to pay under any current or future law with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any products or services covered shall be paid by you to us on demand.

Unless otherwise expressly provided, our payment terms are net thirty (30) days from the date of invoice. We reserve the right to charge up to two percent (2%) over the prime rate on the amount of the invoice which remains unpaid thirty (30) days after the invoice date. If in our observation and or judgment reasonable doubt exists as to your financial responsibility or if you are past due of any monies owing us, we reserve the right, without liability and prejudice to any other remedies, to suspend performance, decline to ship or to stop products in transit, until we receive payments of all amounts owing to us, whether or not due, or adequate assurance of such payment.

Delivery dates are quoted in good faith but are not guaranteed. We shall not be liable for damages of any kind or account of our failure to deliver products in accordance with the delivery dates quoted by us or specified by you. Delivery of products to the carrier shall constitute delivery to you and such delivery shall transfer all risk of loss or damage to products in transit must be noted on both your copy and the carrier's copy of the bill of lading, packing list, receipt, or invoice of delivery, at the time of delivery with description of damage and or shortage, and signatures of both parties. Products shall be inspected immediately upon delivery or receipt. You will not cut, fabricate, modify or otherwise use products that are in question. Also allowing reasonable time for inspection by all parties concerned. Also noted that all products and services are subject to variations and tolerances consistent and usual within the norms of the industry standards. In no event will we be liable for any other damage, direct or consequential or loss arising from contract, or otherwise. Our maximum liability cannot and will not exceed the actual amounts paid by you to us relative to the claim. No labor charges or any other expenses will be paid. You hereby indemnify us and hold us blameless, including officers, owners, employees and any agents of Londerville Steel and Concrete LLC. We also are not liable for (Force Majeure) damages with concerns of delay or failure in performance of any product or service beyond our control.

This document is intended by all parties as a final agreement and is intended as a complete and statement of our terms and conditions.