

OPTIMUS STEEL, LLC TERMS AND CONDITIONS OF SALE

All sales by Optimus Steel, LLC, and its affiliates and subsidiaries (collectively "Optimus") are made subject to the following terms and conditions. Optimus expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Optimus's acceptance of any purchase order and/or sale of any goods is expressly made conditional on Buyer's assent to these terms and conditions.

1. Except as otherwise agreed in a writing signed by Buyer and Optimus, these terms and conditions constitute the entire agreement between Optimus and Buyer relating to the sale of such goods by Optimus. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Optimus and Buyer expressly agree that Optimus may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. All Buyer orders are based on prices in effect at the time of shipment. Optimus reserves the right change prices without notice. Buyer cannot modify, cancel, or otherwise alter orders without Optimus's written consent.

3. Unless otherwise indicated, all deliveries are FOB loaded Optimus's shipping facility in Beaumont, Texas. Unless otherwise indicated, shipments are based on actual weight. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Optimus's shipping facility in Beaumont, Texas provided Buyer provides Optimus with twenty-four (24) hours notice. Buyer shall indemnify and hold harmless Optimus from and against any claims, damages or liabilities suffered by Optimus resulting from any acts or omissions of carrier.

4. Optimus establishes minimum order quantities specific to each product. Optimus reserves the right to ship any item after it has been ready for shipment for thirty (30) days or more.

5. Delivery dates are approximate. Optimus shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Optimus's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delay.

6. Subject to standard manufacturing variations, Optimus warrants that the goods furnished meet applicable specifications. OPTIMUS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless Optimus is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Optimus's written consent. BUYER'S EXCLUSIVE REMEDY AGAINST OPTIMUS, AND OPTIMUS'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO OPTIMUS'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT OPTIMUS'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL OPTIMUS HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL OPTIMUS HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8. If, in Optimus's opinion, Buyer's credit becomes impaired, Optimus may suspend performance until such time as Optimus has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Optimus suspends performance and later proceeds with such order, Optimus shall be entitled to such extension of time for performance as is necessitated by the suspension.

9. All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Optimus is required to collect or pay with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Optimus for any such payments made by Optimus.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by Optimus against any amount owing by Buyer with full reservation of all of Optimus's rights, without an accord and satisfaction of Buyer's liability.

11. Unless otherwise indicated, payment terms are ½% 10 net 30 days from date of invoice. In the event Buyer fails to make payment to Optimus of any amounts due and owing to Optimus, Optimus shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Optimus or any affiliate thereof may terminate any other agreement between Optimus or such affiliate and Buyer. Optimus may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Optimus shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Optimus, including its reasonable attorneys' fees.

12. This agreement shall be governed by the laws of the state of Texas. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation which may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. Optimus reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized employee of Optimus. All rights and remedies granted herein are in addition to all remedies available at law or in equity.