

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the "Terms") shall apply to the sale of all Goods (as defined below) by Ace Steel Supply, Inc. ("Seller") to the customer (the "Customer"). The Customer agrees to be bound by all the terms and conditions contained herein and Customer's direction to Seller to proceed with furnishing Goods to Customer, and/or the Customer's execution of the Credit Application, shall constitute agreement to the Terms. Customer does hereby expressly agree that all purchases made or to be made from Ace Steel Supply, Inc. shall be according to these Terms.

The Customer agrees and authorizes Ace Steel Supply, Inc. to deliver goods, products, services, materials, supplies, wares and merchandise ("Goods") with or without a signed written receipt for items delivered to job sites and/or other locations the Customer directs. Customer further agrees to pay for items delivered with or without written receipt.

All Goods are assumed received in the condition as ordered unless exception is noted on delivery ticket/bill of lading. Ace Steel Supply, Inc. will, therefore, not accept damaged and/or nonconforming Goods for credit and/or refund and/or replacement unless noted on original delivery ticket/bill of lading. A written notice of nonconforming Goods shall be made within three (3) days of the date of delivery. If exception is noted and notice is timely given as required herein, then Customer's sole and exclusive remedy for such nonconforming Goods is replacement of the nonconforming Goods, or refund of the purchase price of nonconforming Goods, at Ace Steel Supply's sole discretion. Ace Steel Supply, Inc. will not accept any returns of Goods after thirty (30) from delivery date. Goods picked up by Customer at Ace Steel Supply, Inc.'s warehouse or at any of our locations must be inspected prior to acceptance, and cannot be returned as damaged or nonconforming. Special order items when shipped as ordered are non-returnable and nonrefundable. Returned Goods are subject to a 25% restocking fee, which may be deducted from any refund due. Ace Steel Supply, Inc. is not in any way obliged to accept any damaged, cut, mutilated, altered or otherwise "not suitable for resale" merchandise.

ACE STEEL SUPPLY, INC. HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY RESPECTING THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY GOODS SOLD TO CUSTOMER OR ANY CUSTOMER OF THE CUSTOMER. Customer shall not, in any event be entitled to, and Ace Steel Supply, Inc. shall not be liable for, any indirect, special, incidental or consequential damages of any kind arising out of or related to the Goods, any purchase or sale of the Goods, this Credit Application, or any alleged breach hereof. Ace Steel Supply, Inc.'s liability for damages, if any, whether based on Ace Steel Supply, Inc.'s negligence, breach of contract or otherwise, and no matter by whom asserted, shall not exceed the price of the particular Goods with respect to which such damages are claimed. Furthermore, Ace Steel Supply, Inc.'s liability is limited to providing a reasonable credit and/or allowance in respect to such Goods, or replacement of the Goods specified on the invoice in which the Goods were originally billed. Customer shall indemnify Ace Steel Supply, Inc. for any claims and/or proceeding by Customer, or customers of the Customer, or any other party seeking damages beyond the scope of Ace Steel Supply, Inc.'s liability as stated in this paragraph.

Ace Steel Supply, Inc.'s terms of payment are net 30 days from date of purchase. A finance charge of 1.5% monthly or the maximum allowed by law will be accrued on invoices not paid by the due date. If not paid on or before said due date then Customer may be subject to account suspension, and the Customer shall be obligated to pay all costs and expenses incurred by Ace Steel Supply, Inc. in collecting any past due amounts and delinquencies, including but not limited to costs, expenses, and/or attorney's fees. Payment is to be made in U.S. Dollars and transmitted to 203 Blue Bell Road, Houston, TX 77037, or other address identified for payment on the Seller's invoice.

Each purchase of Goods is subject to and each invoice is due and payable in accordance with all Terms and these Terms shall govern and control each purchase of Goods, notwithstanding any contrary or inconsistent provision in any purchase order, confirmation, or any other instrument prepared by the Customer, its employee, and/or agents. Ace Steel Supply, Inc. may at any time, and from time to time, modify the limits of credit available to the Customer and the terms and conditions upon which credit accommodations will be extended to the Customer. If in the judgment of Seller the financial condition of Customer, any guarantor or other circumstances at any time prior to delivery of the Goods does not justify the Seller incurring costs, expenses and/or liabilities in connection with the order, Seller may require payment in full or in part in advance of delivery, or payment security satisfactory to Seller, or may terminate the order.

Ace Steel Supply, Inc. is hereby authorized at any time, and from time to time, to generate and/or obtain one or more credit and/or investigative reports from credit reporting agencies and/or others regarding the Customer, its owners, partners, principals, officers, and any guarantor of the Customer's obligations, and Customer shall indemnify Ace Steel Supply, Inc., and its agents from any liability resulting from the credit survey.

In no event shall Seller be liable for non-delivery or any delay in delivery of the Goods or for failure or delay in the performance of any other obligations under any order arising directly or indirectly from acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, failure to obtain timely instructions or information from the Customer, or causes of any other kind beyond Seller's reasonable control. The foregoing provision shall apply even though such causes may occur after Seller's performance of its obligations has been delayed for other causes.

The Customer agrees that the continued solvency of the Customer is a precondition to any extension of credit made by Ace Steel Supply, Inc. to the Customer. On request the Customer agrees to provide Ace Steel Supply, Inc. a sworn statement representing that the Customer is and remains solvent. Customer hereby grants to Ace Steel Supply, Inc., a security interest in any and all Goods purchased hereunder, together with the proceeds thereof, as security for Customer's payment and other obligations hereunder, and Customer agrees to execute such financing statements or other documentation as reasonably requested by Ace Steel Supply, Inc. to evidence and perfect such security interest.

The Credit Application and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action arising out of or related to the foregoing, the Goods or any purchase or sale of Goods shall be in Harris County, Texas, and **CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.** These Terms shall be binding upon any other organization in which Customer may have or acquires a beneficial interest, which purchases Goods from Seller. The undersigned has read and fully understand(s) the foregoing Terms, and is duly authorized to bind the Customer to the terms and conditions contained herein.

CUSTOMER:

By: _____

Printed Name: _____

Title: _____