



**MILL STEEL COMPANY
TERMS AND CONDITIONS OF SALE:**

These Terms and Conditions of Sale apply to all transactions between anyone purchasing goods ("**Buyer**") from The Mill Steel Co. ("**Mill Steel**" or "**Seller**") unless noted in another document between Buyer and Seller.

Quotation Expiration. Written quotations are valid for the period of time as noted in the quotation unless otherwise noted by Seller.

Pricing, Taxes, and Fees. Mill Steel invites Buyer to make an offer at the price advertised. No offer is final until accepted by Mill Steel. Mill Steel's acceptance of an offer may include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority.

Payment. Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, within 30 days of the date of Seller's invoice ("**Net 30**"). Any amounts due by Buyer to Seller that are unpaid on or after 30 days of the date of Seller's invoice will bear interest at the rate of 1.5% per month (unless the maximum rate permitted by law is less). The accrual or payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a default by Buyer. Buyer will pay all court costs, attorney fees, and other costs incurred by Seller in collecting all past-due amounts, including interest.

Delays Requested by Buyer. If shipment or delivery of any goods sold by Seller to Buyer is delayed by or at the request of Buyer, payment will remain due in full 30 days from the date of Seller's invoice. In such event, Seller may impose, and Buyer shall pay, storage charges and other incidental expenses incurred by Seller as a result of the delay in addition to any interest on late payments as described above.

Title & Security Interest. Title in the goods sold shall remain in The Mill Steel Co., until fully paid for, regardless where such goods may be, or in what state of manufacture such goods may be. Mill Steel shall at any time after the expiration of ten days after the due date of any applicable invoice, if said goods are not fully paid for, have the right to repossess the same by any legal manner. Should title be deemed by a court of competent jurisdiction to have passed from Seller

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to Buyer, Buyer irrevocably grants to Seller a security interest in all goods sold by Seller to Buyer, and Seller will have all rights of a secured party under the Uniform Commercial Code with respect to the goods. Buyer appoints Seller as its attorney-in-fact with authority, at Seller's option, to take actions as Seller deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Buyer shall pay all applicable filing fees.

Warranty. Seller warrants that any goods purchased from Seller will conform to the specifications set forth in the applicable order and that the goods will be merchantable and fit for the purpose intended. This warranty does not apply to any goods which have been:

- a. subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by Seller; or
- b. altered prior to being inspected as set forth below.

Delivery. Delivery will occur as set forth in each applicable order.

Inspection. Buyer shall inspect the goods for defects and nonconformance and to notify Mill Steel, in writing, of any defects, nonconformance, or rejection of the goods (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below) as soon as reasonable under the circumstances. Claims for shipping damage, errors, or shortages must be made in writing to Mill Steel no more than two (2) business days after receipt of shipment. After this period, Buyer will be deemed to have irrevocably accepted the goods, if not previously accepted. After acceptance, Buyer will have no right to reject the goods for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

Non-Confirming Material Policy. Should you have a concern with the quality of any material, please follow the Mill Steel Non-Confirming Material Policy, available here.

Applicable Law & Jurisdiction. All terms of the transaction shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of laws. Buyer irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kent County, Michigan, and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding, or judgment relating to or arising out of a transaction with Mill Steel; (ii) consents to the jurisdiction of

to the laying of venue in such court; (iii) waives any objection to the laying of venue of any such suit, action, or proceeding brought in such courts; and (iv) waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Integration. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form, or via electronic transmission, relating to the sale of goods by Seller to Buyer (these documents are collectively referred to as the "**Agreement**").