

GARELICK STEEL CO., INC.

1900 North 2nd St.

Minneapolis, MN 55411

Office (612) 521-8857 Fax (612) 521-9553



Bruce E. Goldstein
President

Hours: M-F 8:00 A.M. - 4:00 P.M.
Sat. 8:00 A.M. - 11:30 P.M.

Toll Free: 1-888-521-8857

Attn: Accounts Payable Contact

Garelick Steel is proud to announce that it now has the capability to send you your invoices electronically. Please sign and return this form if you would prefer to receive your invoices via e-mail. If you prefer to continue to receive your invoices by mail, please disregard this letter.

Please be aware that Garelick Steel's Terms and Conditions typically appear on the back of all invoices and that when sent electronically we will be unable to append our terms. By agreeing to electronic delivery, you also agree to abide by the Terms and Conditions set forth on the back of this authorization, the same terms which appear on the credit application and on the back of mailed invoices.

Thank you for your time.

Sincerely,
Garelick Steel Company

Company Name: _____

A/P Contact Name: _____

A/P E-mail Address: _____

Please return via fax to 612-521-9553

TERMS AND CONDITIONS

1. Terms are net cash due 30 days from the date of invoice, unless otherwise set forth on the front of this invoice. A 3/4% discount is allowed if paid within ten days from the date of invoice. All payments received after the due date shall be subject to a service/handling charge at the rate of two percent per month, not to exceed the amount legally permissible.
2. Taxes and Other Charges: In addition to the price quoted for goods sold, the Buyer shall pay any tax imposed by any present or future law on the sale of goods covered by this order and for all other reasonable charges for ancillary services and costs, such as forming, galvanizing and other services.
3. In the event Seller extended credit to Buyer for the purchase of the materials reflected in this agreement, then Buyer hereby grants to Seller a security interest in and to the goods and materials sold and transferred to Buyer under this agreement to secure payment of the original purchase price of such materials. This invoice shall also be deemed to constitute a security agreement. Seller, at its option, is given permission by Buyer to sign and file a financing statement.
4. Financial Responsibility: Reasonable doubt on the part of Seller concerning the financial responsibility of the Buyer shall entitle Seller to stop operation, decline shipment, or stop any material in transit without liability until the materials have been paid for or until Seller is furnished reasonably satisfactory proof of Buyer's financial responsibility.
5. Attorney's Fees: If any default is made in payment of amounts due for the sale of goods hereunder, Buyer agrees to pay Seller's reasonable cost of collection, including a reasonable attorney's fee, not to exceed the amount allowed by any applicable statute. In case of such default, if Buyer is a corporation, the president of Buyer's corporation shall be deemed to have personally guaranteed this invoice.
6. Seller shall not be responsible for delays in or failure of delivery resulting from labor disputes, fires, floods or other casualties, public disturbances, government regulations, transportation delays, material shortages or other causes or conditions of similar nature or otherwise beyond the control of Seller; and Seller shall not be responsible for loss or damage of goods in transit.
7. All claims for defective goods or for errors or shortages in goods delivered by Seller shall be made in writing by Buyer within ten days after receipt of the goods by Buyer. Such claims shall be accompanied by copies of all warehouse delivery receipts or documentation showing exceptions. Seller will only consider return of material if material has been properly worked. Buyer may not return material without Seller's consent. After inspection or waiver of inspection by Seller, Seller will arrange for the disposition of defective or nonconforming material.
8. No returns shall be allowed except as provided in paragraph 7. If a return is authorized by Seller, it shall be subject to a restocking charge. All returns shall be subject to a minimum restocking charge of 25 percent of the purchase price, FOB Seller's warehouse. Special merchandise restocking charges may exceed 25 percent due to the nature of such merchandise.
9. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.** Seller's liability on any claim, whether in tort or in contract and whether on account of Seller's delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price, as Seller may in its sole discretion elect. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ERECTION COSTS, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSS;** and in no event shall Seller be liable for damages exceeding the purchase price to be paid to Seller hereunder. Buyer agrees to indemnify and hold Seller harmless from all claims by third parties which extend beyond the foregoing limitations on Seller's liability.
10. Any description of the material or service contained on Seller's sale forms or any other correspondence is for the sole purpose of identifying it, is not part of the basis of the bargain and does not constitute a warranty that the material or service shall conform to that description. The use of any sample in connection with sale is for illustrative purposes only, is not part of the basis for the bargain and is not intended to be construed as a warranty that the material will conform to the sample. Any affirmation of fact or promise made by Seller is not part of the basis of the bargain and shall not constitute a warranty that the material will conform to the affirmation or promise.
11. Buyer acknowledges that Seller is not an original manufacturer of the products sold under this Agreement. Seller's employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, shall not be relied upon by the Buyer and are not a part of the contract for sale.
12. Neither any failure nor any delay on the part of the Seller in exercising any rights under this invoice shall operate as a waiver of any of Seller's rights hereunder.
13. Any clause required to be included in a contract of this type by any applicable law or governmental regulation shall be deemed to be incorporated herein.
14. Entire Agreement. This writing constitutes the entire expression of the parties' agreement and is a complete and exclusive statement of the terms of the agreement. The substantive law of the State of Minnesota shall control any action premised upon this contract of sale, including, but not limited to, interpretation, performance or breach of contract. In the event any provision contained in this agreement shall be deemed in violation of applicable law, such provision shall be given no force and effect; provided, however, the balance of this sales contract will remain in full force. This agreement shall be deemed made and executed in Minneapolis, Hennepin County, Minnesota; and venue for any legal proceedings herein shall be in Hennepin County, Minnesota.