

TERMS AND CONDITIONS OF SALE

Chatham Steel Corporation ("Seller") and the party purchasing goods and/or materials ("Customer") hereby agree to the following Terms and Conditions of Sale ("Terms and Conditions"):

1. Customer's Acceptance of Terms. These Terms and Conditions of Sale constitute the final and entire understanding and agreement between Seller and Customer relating to the goods and/or materials ("Products") sold by Seller to Customer. Customer's acceptance of the Products is expressly conditioned on Customer's acceptance of these Terms and Conditions. Customer's acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, whether prior or subsequent, shall modify or amend these Terms and Conditions or be valid or binding against Seller, unless specifically accepted by Seller in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions and the terms and conditions contained in any document submitted by Customer, these Terms and Conditions shall govern even if Customer's document expressly limits acceptance to Customer's terms and conditions. No course or pattern of dealings or conduct between Seller and Customer and no usage of trade shall be relevant to determine the meaning or intent of these Terms and Conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection.

2. Open Credit Account. Seller reserves the right in its sole discretion to approve, conditionally approve or disapprove any request by Customer for credit. pns0s anaitionu3(d)-3(C(b)-3(y 3(Sale91)-3(e)5(di)3

Customer in respect of the Products, and Customer accepts the same as its entire right and sole remedy in relation to any breach by Seller of these Terms and Conditions. **IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL,**

in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power, or privilege.

18. Governing Law and Venue. THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN