

TERMS & CONDITIONS

CUSTOMER NAME

DBA/TA

1. CUSTOMER'S ACCEPTANCE OF TERMS: Chapel Steel Canada, Ltd. shall hereinafter be referred to as "CHAPEL," and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from CHAPEL, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. CHAPEL hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in writing signed by an authorized employee of CHAPEL. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of CHAPEL.

2. THE OPEN CREDIT ACCOUNT: CHAPEL reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by CHAPEL and may vary from time to time. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER'S account. Unless CUSTOMER notifies CHAPEL in writing within five (10) days of any unauthorized use of CUSTOMER'S credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER'S account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.

3. OPEN ACCOUNT PAYMENT TERMS: All sums owing to CHAPEL by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written quotation signed by CHAPEL and CUSTOMER, or on CHAPEL'S invoice. In the absence of such express terms and conditions, CHAPEL'S terms for CUSTOMER will be "1/2% / 10 Net 30 days". CUSTOMER agrees to notify CHAPEL in writing of any error in any invoice within ten (10) days after the date of that invoice, failing which, that invoice shall be deemed to be correct and accepted as rendered.

4. CUSTOMER'S REPRESENTATION: Credit will be extended by CHAPEL to CUSTOMER based on the information provided in this application. CUSTOMER confirms and agrees that any financial documents provided to CHAPEL are true and correct, and CUSTOMER will provide CHAPEL such further documents as CHAPEL may reasonably request, at any time and from time to time. CUSTOMER represents to CHAPEL that it is solvent as of the date of this agreement, and that any financial statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. By its signature to this Agreement, CUSTOMER authorizes CHAPEL to check CUSTOMER'S credit background.

5. DEFAULT: Failure to make timely payment as provided in paragraph 3 above (a "Default") shall result in all charges on the account being deemed past due as of the date of Default. Whether or not expressed in any quotation or invoice all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month (being eighteen percent (18%) per annum) from the date of Default until paid in full. In addition, CUSTOMER agrees to reimburse and pay CHAPEL for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by CHAPEL in enforcing its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.

6. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of CHAPEL'S terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of CHAPEL to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.

7. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to CHAPEL within five (5) days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc, as are standard in the trade. After such 5-day period, CUSTOMER shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, CUSTOMER shall have no right to reject the goods for any reason or to revoke acceptance. CUSTOMER hereby agrees that such 5-day period is a reasonable amount of time for such inspection and revocation. Any and all conditions or warranties expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation in other jurisdictions will not apply and are hereby waived by CUSTOMER.

8. CANCELLATIONS AND RETURNS: CUSTOMER may not cancel any custom order of goods without CHAPEL'S express, written consent. Returns of stock material must have preapproval in the form of a Return Merchandise Authorization (RMA). Returns for reasons other than quality or shipping error shall be subject to a cancellation charge equal to 15% of the invoice amount applicable to the cancellation at CHAPEL'S sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in CHAPEL'S inventory may not, under any circumstances, be returned.

9. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of CHAPEL, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of CHAPEL.

10. SEVERABILITY: If any term, covenant or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant and condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

11. NON-WAIVER BY CHAPEL: No waiver of any term, provision or other condition of this agreement by CHAPEL, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition of this agreement.

12. ACCEPTANCE/ENFORCEABILITY OF COPIES: CUSTOMER agrees that CHAPEL may, at its sole discretion, accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this agreement in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to CHAPEL, CUSTOMER agrees to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to CHAPEL. CUSTOMER consents to CHAPEL'S use of this document and waives any right to object to the use of a copy in place of the original and any right to require CHAPEL to subsequently produce an original document.

13. PARAMOUNTCY: If there is any inconsistency between the terms of this agreement and any terms set forth in any purchase order, quotation, or invoice, the terms of this agreement shall be paramount and shall govern.

14. GOVERNING LAW: The terms and conditions of this agreement and all rights and obligations hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. FRENCH LANGUAGE: The parties have expressly agreed that this agreement and all deeds, documents or notices related thereto be drafted in English. Les parties aux présentes ont expressément convenu que la présente entente et tout autre acte, document ou avis y afférent soit rédigé en anglais.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THE APPLICATION. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

OWNER | OFFICER | AUTHORIZED AGENT SIGNATURE

TITLE

PRINTED NAME

DATE

For immediate processing, return to credit@chapelsteel.com or FAX 215-793-0921 or print and mail to Chapel Steel
Attn: Credit Department
P. O. Box 1000
Spring House, PA 19477 – U.S.A.