



TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE: This quotation is not an acceptance of any prior offer of Purchaser and any such offer is expressly rejected. No order or contract shall be binding upon United Rolls Inc. ("Seller") until accepted and acknowledged by Seller. Seller and Purchaser agree that the following terms and conditions will apply to any order from Purchaser accepted by Seller. Unless specifically agreed to in writing by an officer of Seller, Seller shall not be bound by any terms or conditions other than those stated herein, whether written or oral, whether contained in Purchaser's purchase order, including those stated on Purchaser's business forms, or elsewhere. Any such terms and conditions are hereby expressly objected to and rejected by Seller. Purchaser's assent to the terms and conditions stated herein shall be conclusively established by Purchaser's receipt of an acknowledgement of Purchaser's order without prompt written objection or from Purchaser's acceptance of all or any part of the product. Any contract resulting from Seller's acceptance of Purchaser's order may be modified only by a writing signed by an officer of Seller.

2. CANCELLATION CHARGES: An order cancelled prior to shipment will be subject to cancellation charges. Finished product will be charged at the contracted sales price less scrap value. Product in process will be charged at the contracted sales price less cost of completion and scrap value. Product not yet in process will be charged at 50% of the contracted sales price. An extension of delivery dates by Purchaser of product not yet in process will be treated as a cancellation and subject to the foregoing cancellation charges; provided, however, that Purchaser may extend delivery dates, on a one-time basis, of any product not yet in process for up to 6 months by written notice given not less than 52 weeks before the scheduled delivery date, in which case revised pricing may apply.

3. PAYMENT: Unless otherwise specified by Seller, payment terms are 30 days after the date of the invoice, with interest charges of 1.5% per month for any amounts past due. Invoices will be dated as of the date of shipment; provided, however, that in the event that shipment of a product that is in process is delayed by Purchaser's request, the invoice will be dated as of the date the product is ready to be shipped and payment shall become due as if the product had been shipped. Purchaser shall have no right to withhold or offset any amount due Seller because of any claim by Purchaser against Seller pursuant to this order or any other order or agreement.

4. LIMITED WARRANTY: Seller warrants that all products and/or services sold hereunder will conform to Purchaser's specifications (which shall be final drawings approved by both Seller and Purchaser). It is noted here that roll neck hardness is not guaranteed. This warranty shall be effective until the earlier of the date that is 12 months after the date of successful commissioning of the product or 18 months after delivery of the product to Purchaser. This warranty will be voided by failure to properly install, use or maintain the product. It is expressly agreed that Purchaser's sole and exclusive remedy for breach of this warranty shall be, at Seller's option, either (i) the repair or replacement of product or services that are nonconforming, or (ii) the issuance of a full or partial credit to Purchaser which can be used by Purchaser when ordering additional products or services from Seller, the amount of which will be calculated on a prorated basis taking into account the Purchaser's actual use of Seller's products or services. **THE WARRANTY SPECIFIED ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER FOR THE PRODUCTS AND SERVICES AND IS GIVEN EXPRESSLY IN LIEU OF ANY OTHER WARRANTY WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. LIMITATION OF LIABILITY: In no event will Seller be liable for economic loss or incidental, special, indirect, punitive or consequential damages of any kind related to the products and services supplied hereunder, whether arising under contract, warranty, tort, negligence, strict liability or any other theory. Seller shall not be liable for any damages caused by a delay in the delivery, installation or furnishing of goods and services sold hereunder. In no event shall Seller's liability for any products or services supplied hereunder exceed the purchase price paid by Purchaser to Seller for the applicable products or services, regardless of whether the claim is based on contract, tort, warranty or any other theory of liability.



TERMS AND CONDITIONS OF SALE

6. SHIPMENT: All shipments will be F.O.B Seller's premises unless otherwise agreed to by Seller. If shipment of Seller's product is delayed by Purchaser's request, the products will be stored by Seller at Purchaser's sole risk and expense. All shipments will be subject to the approval of Seller's credit department.

7. FORCE MAJEURE: In no event shall Seller be responsible for any failure to ship or delays in shipment due to a force majeure event. Purchaser may not, if production has commenced, cancel the order because of a force majeure event. Notwithstanding the preceding sentence, Purchaser may cancel the order if the force majeure event continues uninterrupted for a period of not less than one year. A force majeure event shall be defined as all circumstances beyond the control of Seller, including, but not limited to: acts of God, war, riot, intervention of authorities or agencies of government, including agencies concerned with the preservation of the environment, embargoes, vandalism, sabotage, strikes, lockouts, or other industrial disturbances, inability to timely obtain instructions or information from Purchaser, shortages, or delay in supply of fuel, power, raw materials, component parts, or transportation. In such event, Seller may, at Seller's option, be excused from performance or allocate deliveries as Seller, in its sole discretion, deems appropriate.

8. RISK OF LOSS AND TRANSFER OF TITLE: Title to and risk of loss of the products shall pass to Purchaser upon delivery of said products by Seller to the common carriers for delivery to Purchaser. Notwithstanding the foregoing, risk of loss shall transfer as provided for in the second sentence of Paragraph 6 if applicable.

9. SECURITY INTEREST: Purchaser grants to Seller a security interest in all products and all proceeds thereof until full payment and all additional costs and charges are received by Seller. Purchaser authorizes Seller to execute on Purchaser's behalf a financing statement and/or to file a financing statement to perfect Seller's security interest under the applicable filing provisions of the Uniform Commercial Code.

10. TAXES: The amount of any and all present or future taxes or other governmental fees, duties, imposts, impositions or charges upon the production, shipment or sale of Seller's product or the provision of services including use or occupation taxes, but not including Seller's income taxes, shall be added to the purchase price paid by Purchaser, or in lieu thereof. Purchaser shall furnish Seller with tax exemption certificate(s) acceptable to the applicable taxing authorities.

11. DEFAULT IN PAYMENT: If Purchaser shall fail to make payments on this or any other agreement between Purchaser and Seller in accordance with the terms hereof or thereof Seller may (a) defer further performance of any or all of its obligations hereunder or thereunder until all default(s) is (are) cured, (b) cancel Seller's obligations hereunder, and/or (c) exercise any right or remedy available at law or in equity to enforce payment and performance of Purchaser's other obligations hereunder. Purchaser shall be liable for all damages, losses and liability that Seller incurs directly or indirectly resulting from Purchaser's default in payment, including, without limitation, attorney's fees.

12. GOVERNING LAW AND VENUE SELECTION: Any resulting contract shall be governed by and construed under the internal laws of the State of Ohio without regard to conflict of laws. The United Nations Convention for the International Sale of Goods shall not apply. All suits, actions, or other proceedings arising hereunder or relating to the subject matter hereof shall be brought only in the Stark County, Ohio Court of Common Pleas, or in the United States District Court for the Canton Ohio unless Seller, in its sole discretion, brings a claim in another court of competent jurisdiction. Purchaser hereby consents to the jurisdiction of the State and Federal courts sitting in Allegheny County, or such other venue selected by Seller, and agrees to appear in any such action upon written notice thereof and further agrees not to contest personal jurisdiction in the above venues.