

SPANTEK TERMS AND CONDITIONS

1. Conditions of Sale:

a. Sellers Conditions Govern All Transactions -

The conditions of this order or sale contained herein apply to all quotations made and acknowledgements entered into by Spantek Expanded Metals. The provisions hereof may in some instances conflict with some of the terms and conditions affixed to a form or order blank specified or supplied by Buyer Acceptance of Buyer's order is made on the express understanding that, in the event of such conflict. The seller's terms and conditions shall govern, whether Buyer accepts these conditions by written acknowledgement, by implication, or acceptance and pay ment for material ordered hereunder. Seller's failure to object to any provisions contained in any communication from buyer shall not be deemed a waiver of these provisions. Any changes in the terms or conditions contained must be specifically agreed to in writing by an officer of Spantek.

b. Revisions/Provided Information - Unless otherwise contracted, quotations are based on the assumption that data received is complete, useable and without a need for upgrading in order to complete the project. Any additional work caused by incomplete customer data will be at the customer's expense and may case an extended delivery due date.

c. Subcontracting - Spantek reserves the right to subcontract with outside services. Spantek assumes no responsibility for customer's materials while such materials are being further processed by subcontractors and no warranty of any kind is extended by Spantek with respect to such further processing.

d. Contract Amendment - All sales are firm and not subject to cancellation or revision of prices except by and with the consent of the seller, and instance upon cancellation or suspension of manufacture or of shipment, or failure to furnish specifications when required, may be treated as breach of contract, and the buyer shall immediately be liable for all damage arising therefrom. The buyer agrees to pay order cancellation charges associated with labor, material and other costs expended by Spantek prior to receipt of cancellation by Spantek. Any changes to the original contract are subject to re-quote specifically where such changes may affect labor costs, material costs or due dates. In case where Spantek cannot or does not agree to meet the requested change, the order may be subject to cancellation. The customer

agrees to pay for all completed product produced prior to Spantek's receipt of cancellation notice. Completed product remaining on Spantek property may be shipped and billed to customer no later than 10 working days after agreed upon/purchase order due date.

e. Excusable Delays - Seller shall not be liable for loss of any kind resulting from delays or failure to make delivery because of strikes, fire, Act of God, Government regulations or any other cause beyond seller's control.

f. Warranty - Subject to standard manufacturing variations, seller warrants that the materials furnished hereunder shall conform to specifications. In no event shall seller have any liability for damages in connection with the sale of materials in an amount exceeding the purchase price of the materials sold and seller shall have no liability whatsoever for consequential damages, or for any loss or damage, directly or indirectly arising from the use of such material.

2. Terms of Payment:

a. Standard Terms - Standard terms of payment are net 30 days from shipment/invoice date.

b. Freight Charges - All product is F.O.B. Spantek. Shipping costs are the responsibility of the buyer unless otherwise stated.

3. Product Liability Disclaimer:

Spantek products are subject to standard manufacturing variations, Spantek warrants that the materials shall conform to the specifications ordered by the buyer. Spantek makes no other warranties, expressed or implied and specifically excludes all warranties of merchantability and fitness for a particular purpose.

The buyer's exclusive remedy and the seller's only liability shall be limited to the seller replacing the materials that do not meet the specifications. In no event shall the seller have any liability for damages in connection with the sale of materials in an amount exceeding the purchase price of the materials sold and the seller shall have no liability for consequential damages, or for any loss or damage, directly or indirectly arising from the use of the Spantek material.