



SCHUPAN ALUMINUM SALES

Aluminum Distribution, Special Order Processing, Quick Delivery
ISO 9001:2000 Certified

Div. of Schupan & Sons, Inc.

SCHUPAN ALUMINUM SALES TERMS AND CONDITIONS OF SALES

QUOTATIONS AND ORDERS - All quotations are subject to change without notice, are subject to continued availability of the quoted material, and unless otherwise agreed are binding upon us only if the buyer immediately submits an order. All sales are made subject to strikes, accidents, or other causes of any kind beyond our reasonable control. We will not consider an order to have been placed with us until full specifications identifying the material being ordered have been provided to us.

A buyer may not, except with our written consent, cancel any order for material which we have special ordered from the mill.

We will, at a buyer's request, provide our best estimate of the anticipated time of delivery of any order, but we will have no liability for any non-timely delivery.

Confirming orders should be marked "Confirmation" preferably across face of order. We may treat confirming orders not so marked as additional original orders, and we will not be responsible for any resulting expenses and inconvenience.

Telephone orders are accepted at the risk of the buyer and shipments made before the receipt of confirmation are for the special convenience of the buyer.

TITLE AND RISK OF LOSS - If material is shipped to a buyer via a carrier designated by the buyer, title and risk of loss to the material shall pass to the buyer when the material is loaded at our plant.

If material is shipped to a buyer via any other carrier, title and risk of loss to the material shall pass to the buyer upon delivery at the buyer's release of the shipping documents. However, buyer must note any shortage or damage on both buyers copy and the carrier's copy of the carrier's receipts, freight bill or delivery memo, and cause both copies to be signed by the carrier's driver or representative. If buyer does not do so, we will be responsible for any shortage or damage only (i) in the case of a carrier that is owned or operated by or affiliated with us, if we establish to our reasonable satisfaction that there was in fact a shortage in the delivery or that the damage occurred prior to receipt of the material by buyer, as applicable, or (ii) in the case of any carrier that is not owned or operated by or affiliated with us, if we are able to recover for the shortage or damage from such carrier.

TECHNICAL ADVICE - None of our agents, employees or representatives have any authority to bind us to any affirmation, representation or warranty other than those stated herein or on our delivery receipt or invoice form. In particular, any technical advice we furnish with respect to the use of material is given without charge, and we assume no obligation or liability for the advice given or the results obtained, all such advice being given and accepted at buyer's risk.

WARRANTY - We warrant that all material, at the time of shipment by us, shall conform to any specifications set forth herein or on the face of our delivery receipt or invoice and shall conform to the description contained in the Certificate of Tests of Certificate of Compliance if either has been furnished by us in connection with a sale. We do not warrant against any non-conformity to the extent that such non-conformity results from damage, misuse, abrasion, corrosion, negligence, accident, tampering, faulty installation, improper storage, inadequate maintenance, or any other cause affecting the material after shipment of the material.

WE DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO MATERIAL SOLD OR SERVICES RENDERED WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MATERIAL OR SERVICES FOR ANY PARTICULAR PURPOSE. BY PLACING AN ORDER WITH US, A BUYER AFFIRMS THAT THE BUYER HAS NOT RELIED UPON THE SKILL OR JUDGMENT OF US OR ANY OF OUR AGENTS, EMPLOYEES OR REPRESENTATIVES TO SELECT OR FURNISH MATERIAL FOR ANY PARTICULAR PURPOSE, AND THE SALE IS MADE WITHOUT ANY WARRANTY BY US THAT THE MATERIAL IS SUITABLE FOR ANY PARTICULAR PURPOSE.

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Except for the specifications and certificates (if any) specifically referred to above, any description of the material or service contained on our sales 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 the description. The use of any sample in connection with a sale is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the material will conform to the sample. Any affirmation of fact or promise made by us 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.

EXCLUSIVE REMEDY - We will, at our option and as a buyer's exclusive remedy, replace with new material, or refund the purchase price for, material that in our opinion is defective if the buyer gives written notice of the defect to us within 45 days after receipt. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as we are willing and able to replace defective material or refund the purchase price within the times specifies. **UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DAMAGE, INCLUDING ANY DIRECT OR CONSEQUENTIAL DAMAGE OR LOSS, ARISING FROM CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OR DAMAGE TO BUILDINGS, CONTENTS, PRODUCTS, OR PERSONS.** Buyer must immediately discontinue use of any item claimed to be defective. No charge for labor or expense required to repair defective material or occasioned by it will be allowed.

LIMITATIONS ON ACTIONS – No action against us for breach of any sales agreement may be brought more than one year after the cause of action accrues.

ACCEPTENCE – Our sales are made pursuant to our terms and conditions. If we receive a purchase order or other document from a buyer that limits acceptance to its terms or states that our acknowledgement, shipping of material, commencing work, or other act or failure to act constitutes acceptance of an offer of the terms of the purchase order or other document, no responding document sent by us shall be a definite and seasonable expression of acceptance of the buyer's offer. In that event, our responding documents are intended as a counteroffer, accepted when the buyer accepts shipment of any of the material described. We hereby object to any term contained in a buyer's purchase order or other document if the term is different from or in addition to the terms herein.