RACE ROCK
OHIO GALVANIZING

Terms and Conditions of Service

These terms and conditions (the "Terms") set forth the rights and responsibilities of the parties between Ohio Galvanizing, LLC (the "Company") and the customer whose name is set forth on purchase order or quotation (the "Order") furnished herewith (the "Customer") for the performance of galvanizing services (the "Services") by Company.

1. Applicable Terms. The business relationship between Company and Customer shall be governed by these Terms and the Order issued in connection herewith (together, the "Agreement"), and all Services performed by Company are provided exclusively in accordance with this Agreement. This Agreement shall prevail over any additional, conflicting, or inconsistent terms supplied by Customer. If Company accepts materials from Customer for purposes of providing the Services without an Order in place with respect to such materials, any Services performed with respect to those materials will be subject to these Terms.

2. Payment Terms. Unless otherwise stated in the Order, payment is due from Customer upon pick-up or delivery. Late/overdue payments accrue interest at the rate of one percent (1%) per month, compounding monthly. Customer is responsible for all Company costs of collection, including reasonable attorney fees.

3. Basis of Pricing. All prices are F.O.B. Company's facility unless otherwise specifically stated in the Order. Customer shall be responsible for payment to Company of any sales, use, or other taxes, duties or governmental charges with respect to the Services.

4. Standard of Performance. Company shall not be responsible for any warping, buckling, blistering, breaks, or other cosmetic or structural issues arising as a result of the Services. Company is not responsible for the quality of the Services where the material is not metallurgically suitable for galvanizing.

5. Risk of Loss. At all times, title and risk of loss of Customer's materials shall remain with Customer. Company shall store Customer's materials in a commercially reasonable manner.

6. Cancellations. Once Company commences performance, Customer may not cancel the Order.

7. Inspection. Any claims by Customer must be made to Company in writing within three (3) business days of Customer's receipt of the materials.

8. Limit of Liability. COMPANY'S MAXIMUM LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION IN ANY WAY RELATED TO THE SERVICES IS LIMITED, AT COMPANY'S OPTION, TO (A) THE REPERFORMANCE OF THE SERVICES OR (B) THE REPAYMENT OF AN AMOUNT OF MONEY, NOT TO EXCEED THE PRICE ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE SERVICES. COMPANY SHALL NOT BE LIABLE FOR ANY OTHER REMEDY TO CUSTOMER, INCLUDING ANY REIMBURSEMENT, BACKCHARGE, OR PASS-THROUGH CHARGE.

9. Delays. Company will not be responsible for any loss, damage, cost, or expense arising as a result of delays, including acts of God, weather, transportation delays, labor disputes, etc.

10. Time of Delivery and Storage Charges. If Customer fails to promptly take delivery of its materials upon completion of the Services, Company reserves the right to assess storage charges at its then current rates. Materials that have not been picked up within sixty (60) days shall be treated as abandoned, and Company may dispose of or sell the materials, with Customer remaining liable for the cost of the Services and storage charges arising prior to such disposal or sale.

11. Grant of Security Interest. To secure payment of any sums due, Company shall have the right to file such labor or materialman's liens in accordance with the laws governing such liens.

12. Warranties. **Customer acknowledges that Company makes no warranty with respect to the Services. COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13. Enforcement of Terms. Company's failure to enforce any term of the Agreement shall not constitute a waiver of Company's rights under this Agreement.

14. Applicable Law. The Agreement shall be governed by the laws of the State of Ohio without regard to conflict of law

principles, and any claim arising out of or in connection with the Agreement or Services shall be settled in the courts of the State of Ohio.

15. Mutual Waiver of Certain Damages. Each of Company and Customer hereby waive and release, one to the other, any claim for special, indirect, punitive, or consequential damages or losses, howsoever described, for any matters arising out of the Agreement.

16. Assignment. Customer shall not assign its rights and obligations under the Agreement or any Order without the prior written consent of Company, and any purported assignment made without written consent shall be voidable in Company's sole discretion.

17. Independent Contractors. The Parties hereto are independent contractors and in the interpretation of the Agreement or any part of it, no rule of construction or interpretation shall apply to the disadvantage of any party on the basis that that party prepared the Agreement or seeks to rely on the terms and conditions of the Agreement.

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