

TERMS AND CONDITIONS OF PURCHASE

1. Reliance Steel & Aluminum Co., d.b.a. Reliance MetalCenter (referred to herein as “Reliance”) and the seller of material to Reliance (referred to herein as the “Seller”) agree to the following Terms and Conditions for the sale of material to Reliance.
2. Acceptance of Terms and Conditions. The Seller of material to Reliance agrees to the Terms and Conditions set forth herein, none of which may be added to, deleted, modified, superseded or otherwise altered. Any different, inconsistent or additional terms in an acknowledgment of a purchase order from Reliance, or other documents issued by the Seller, whether prior or subsequent hereto, are hereby rejected, notwithstanding the Seller’s acceptance of Reliance’s purchase order or delivery of material to Reliance.
3. Price. The price of material ordered by Reliance and the terms of payment by Reliance shall be agreed to by Reliance and the Seller at the time an order is placed by Reliance. The price is not subject to increase. If Seller’s quoted price for material covered by a purchase order is reduced (whether in the form of a price reduction, close-out, rebate, allowance, or additional discount offered to anyone), Reliance shall be billed at the reduced price. If the price for material is not set forth in Reliance’s purchase order, the material shall be billed at the price last quoted by Seller or the prevailing market price, whichever is lower. No additional charges of any kind, including charges for packaging, cartage, storage, insurance or other extras will be allowed unless Reliance agrees to the charges in writing.
4. Shipment. Time is of the essence in the performance of Reliance’s purchase order. Shipments and delivery of material to Reliance shall be made in accordance with Reliance’s shipping instructions. Reliance reserves the right to cancel all or any part of the undelivered portion of its purchase order if Seller does not make deliveries when and as specified by Reliance or if Seller breaches these Terms and Conditions.
5. Deviations. Any deviations from Reliance’s purchase order, description or specification furnished by Reliance, or any other exceptions or alterations, must be approved in writing by Reliance. If the Seller deviates from Reliance’s purchase order, description or specification, Reliance may hold and return the material to Seller without obligation to pay for the material, with Seller being responsible for the cost of such holding and return and the Seller assuming all risk of damage or loss incurred in the holding and return of the material.
6. Invoices and Packaging. Invoices, shipping notices and test reports must be rendered in duplicate together with the original bills of lading not later than the day following shipment to Reliance. Reliance’s purchase order number must appear on each invoice and shipping notice.
7. Inspection and Risk of Loss. Delivery to Reliance shall not be deemed complete until, and the material shall be received subject to, Reliance’s inspection and acceptance of the material at its location notwithstanding any agreement of Reliance to pay transportation charges. Seller shall retain the risk of loss or damage in transit until Reliance has inspected the

material and accepted the same. Reliance and Seller agree to cooperate with each other if either party desires to bring a claim against a third party for loss or damage to material in transit.

8. Warranty. Seller expressly warrants that all material delivered to Reliance will be in strict accordance with Reliance's purchase order, description and specification and be free from defects in material and/or workmanship and will be merchantable. This warranty shall survive any inspection, acceptance or payment by Reliance for the material. Reliance reserves the right to cancel its purchase order for breach of such warranty.
9. Cancellation. Reliance reserves the right without cause to cancel any part of an unshipped portion of a purchase order. Reliance reserves the right to cancel at any time a purchase order for breach of these Terms and Conditions by the Seller. In the event of such cancellation, Reliance shall not be liable to Seller for loss or damages, including anticipated profits.
10. Compliance with Law. Seller represents and warrants that it shall comply with all federal, state and local laws, regulations and ordinances in the manufacture and sale of the material ordered by Reliance.
11. Release and Indemnity. Seller waives all claims, demands and causes of actions against Reliance for, and releases Reliance from all liability or responsibility of any kind arising from, the death or injury to persons or loss or damage to property sustained in connection with the performance of Reliance's purchase order, unless and except to the extent caused by the intentional or gross misconduct of Reliance or its agents or employees acting within the scope of their employment. Seller indemnifies and agrees to defend Reliance, its affiliates, customers, and their respective officers, agents and employees from any and all liability, damage, loss, cost and expense (including attorney's fees incurred in defense of any claims) sustained by any person or entity as a result of the material supplied by Seller, except to the extent caused by the intentional or gross misconduct of Reliance or its agents or employees acting within the scope of their employment.
12. Assignment and Third Party Rights. Neither party may delegate or assign its rights or obligations without the other party's prior written consent, except that Reliance may assign its rights and obligations to an affiliate. Notwithstanding Reliance's consent to an assignment or delegation by the Seller, these Terms and Conditions shall be fully binding on the Seller, its successors and permitted assigns. These Terms and Conditions shall not be deemed or construed as granting or conferring any rights in or providing any basis for claims by third parties.
13. Attorney's fees, and Litigation Expenses. If Seller breaches these Terms and Conditions, Seller shall pay all costs and expenses incurred by Reliance in connection with enforcement of these Terms and Conditions, including, attorney's fees, litigation expenses (including but not limited to deposition costs and expert witness fees) and court costs, whether incurred prior to suit, during suit, on appeal or in bankruptcy proceedings.

14. Integration. These Terms and Conditions embody the entire agreement of the parties. No promise, representation or agreement made prior to or subsequent to the execution and delivery hereof by either party, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same is in writing signed by all the parties hereto; provided that Reliance may modify or amend the terms by modification on its Web Site, which modification shall be fully binding on the parties for purchases and extensions of credit after the date of the modification.
15. Waiver. Any waiver of these Terms and Conditions must be in writing and signed by the party against whom such waiver is asserted and shall not be a continuing waiver of any other breach or default. Acceptance of material or payment for material by Reliance with knowledge of a breach or default shall not constitute a waiver of these Terms and Conditions. No omission or delay by either party in exercising a right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.
16. Severability. If any provision herein or the application thereof to the parties shall be finally determined by a court to be invalid, illegal or unenforceable, such provision shall be deemed severed and deleted from these Terms and Conditions and replaced with a provision that is valid, legal and enforceable to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions and any other application thereof to the parties shall not in any way be affected or impaired thereby.
17. Force Majeure. Neither the Seller nor Reliance shall be liable for any delay, breach or nonperformance of these Terms and Conditions due to any cause beyond such party's control. This includes but is not limited to acts of God, war, civil disturbances, acts of any foreign, or local government, nonavailability, delay or diversion of transport, lock-outs, strikes or trade disputes, break down or interruption of any plant, machinery, equipment, and shortage, non-availability or allocation of raw materials.
18. Choice of Law and Venue. Utah substantive law shall apply to these Terms and Conditions. Utah procedural law, including Utah's limitation periods, shall apply to enforcement of them. Any legal action brought to enforce these Terms and Conditions or the relationship between the parties shall be brought in the state or federal courts of Salt Lake County, Utah.
19. Enforceability of Copies. A copy of Reliance's purchase order and any other document issued by Reliance or the Seller may be used and relied upon by Reliance and the Seller in lieu of an original document.