



TERMS & CONDITIONS

All sales are made subject to the following terms and conditions. Wilton Precision Steel's provision of credit and/or acceptance of any purchase order are expressly made conditional on Buyer's assent to these terms and conditions.

1. Terms or conditions contained in Buyer's purchase order in any manner that purport to alter, modify, change, suspend or add to any term or condition contained herein shall be deemed excluded from such purchase order and waived by Buyer.
2. Prices are effective on the date shown on the most recent price list or price change notification letter of Wilton Precision Steel. Changes in price lists supersede all previous published prices. Prices are subject to change without notice. Wilton Precision Steel may in its sole discretion add a material surcharge to any shipment. All orders are received, approved and accepted at Wilton Precision Steel, Wilton, Iowa.
3. All Cold Drawn Bars are sold on actual weight.
4. **ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.**
5. Buyer cannot modify, cancel or otherwise alter purchase orders after material is in process without our written consent. Any such cancellations, modifications or alterations shall be subject to conditions as negotiated at such a time and shall include protection of Wilton Precision Steel against loss.
6. Delivery dates are approximate. Wilton Precision Steel shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, strikes or other labor disturbances, inability to obtain fuel, raw materials or parts, delays in transportation, repairs to equipment, fires or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of delays in delivery or performance.
7. Standard material is in 12' and 20' uniform random lengths. Other lengths are available, please inquire.
8. **SUBJECT TO STANDARD MANUFACTURING VARIATIONS, WILTON PRECISION STEEL WARRANTS THAT THE GOODS FURNISHED HERE UNDER SHALL MEET SPECIFICATIONS SET FORTH ON WILTON PRECISION STEEL'S SALES ORDER ACKNOWLEDGEMENT. WILTON PRECISION STEEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. All cold-drawn material has been coated with rust preventative. Claims for rust during transit or storage in facilities other than Wilton Precision Steel will not be allowed.
10. No claim for damages for goods that do not conform to specification will be allowed unless Wilton Precision Steel is given immediate notice after delivery of goods to the first destination to which the goods are shipped and Wilton Precision Steel is allowed an opportunity to inspect the goods. Goods for which damages are claimed require the written consent of Wilton Precision Steel before being returned, repaired or discarded. **BUYER'S EXCLUSIVE REMEDY AND WILTON PRECISION STEEL'S SOLE LIABILITY SHALL BE LIMITED TO REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS, OR AT THE OPTION OF WILTON PRECISION STEEL, TO REFUNDING THE PURCHASE PRICE OF THE GOODS. IN NO EVENT SHALL WILTON PRECISION STEEL HAVE ANY**

LIABILITY FOR DAMAGES IN CONNECTION WITH THE SALE OF GOODS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD AND WILTON PRECISION STEEL SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

11. Payment terms are provided on the invoice. Freight charges are not subject to discounts. Wilton Precision Steel may, at its option, suspend performance if, in its opinion, the creditworthiness of Buyer becomes impaired, until such time as Wilton Precision Steel has received full payment or satisfactory security for deliveries made and for future deliveries. If Buyer fails to make payment in full or refuses to provide satisfactory security, then Wilton Precision Steel shall have the right to enforce payment of the full purchase price for goods already delivered or in process, and may either cancel the unfinished portion of the order, or may proceed with the order, in which latter case, Wilton Precision Steel shall be entitled to such extension of time for performance as is necessitated by the suspension.
12. New Buyer's must furnish Wilton Precision Steel with a current financial statement and three trade references with Buyer's first confirming purchase order.
13. All taxes of any kind levied by federal, state, municipal or other governmental authority which Wilton Precision Steel is required to collect or pay with respect to the production, sale or shipment of goods hereunder, shall be the responsibility of the Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Wilton Precision Steel for such payments made by Wilton Precision Steel.
14. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notions upon such checks or payments, regardless of other writings, statements or documents, shall be applied by Wilton Precision Steel against the amount owing by Buyer with full reservation of all Wilton Precision Steel's rights and without an accord and satisfaction of Buyer's liability.
15. In the event Buyer fails to make payment of the purchase prices, including any surcharges or freight charges (if applicable), or any portion thereof when due, Wilton Precision Steel shall have the right to employ an attorney to collect the balance due and the Buyer agrees to pay all collection costs incurred by Wilton Precision Steel, including its reasonable attorney fees.
16. This agreement shall be governed by the laws of the State of Iowa. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of Iowa for any litigation, which may arise out of or be related to this agreement. Buyer waives any objection based on forum non-conveniens or any objection to venue or any such action.
17. Chemical analysis of cold drawn material is furnished on all orders.
18. Shipments are based on 10% over or under amount of quantity ordered.
19. Shipments will normally be made freight collect. Buyer may elect for shipments to be made freight prepaid. If the Buyer makes this election, a freight charge will be added to Wilton Precision Steel's invoice. Title passes to Buyer when Wilton Precision Steel delivers material to carrier. Risk of loss or damage in transit shall be borne by Buyer, and claim shall be made directly with carrier.
20. Cold drawn material is expected to ship within 30 days from the promise date. If not, we reserve the right to sell the material without further notification.
21. Buyer may pick up their own material, provided they do so within 10 days of the date they are notified of the availability of the material. Wilton Precision Steel reserves the right to ship without further notification anytime after the 10-day period. **BUYER PICK UP OR BUYER ARRANGED LOADS MUST CALL 24 HOURS IN ADVANCE.**