

Terms and Conditions of Sale

Freight: All Steeler Inc. products are F.O.B. point of manufacture unless otherwise noted.

Trucking: Customer is responsible for arranging unloading of deliveries via Steeler, Inc. truck. Scheduled deliveries are available into most areas. Freight charges for Steeler, Inc. deliveries will be added to the invoice. All common carrier shipments will be sent freight collect unless previous arrangements have been approved by Steeler, Inc. Title and risk of loss pass to customer upon tender of the shipment to the common carrier. If product is damaged in transit, customer must notify carrier within 7 days and customer must file claim with the carrier.

Inspection: Purchaser shall inspect Steeler, Inc.'s products before commencing installation, and if for any reason, Steeler, Inc.'s products are regarded as unsatisfactory, Purchaser shall notify Steeler, Inc. before installation is commenced. Steeler, Inc. shall not be liable for any claims made after the commencement of installation, for products with any apparent or surface defect of which are claimed to be incorrectly sized, packaged, or matched.

Delays, Shortages, or Failure to Deliver: Steeler, Inc. shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Steeler, Inc. in the conduct of business.

Indemnification: Purchaser agrees to indemnify Steeler from any and all liability or claims made against Steeler associated with the manufacturing, sale, delivery or repair of any Products supplied by Steeler and stemming from a partial or whole failure of the Purchaser and all related parties to follow instructions, warnings or recommendations supplied by Steeler, or by failure of the Purchaser and all related parties to comply with all applicable local, state, and Federal laws regarding the use and installation regarding such Products (including but not limited to a failure to comply with the American Society for Testing and Materials). Purchaser shall notify Steeler of any unsatisfactory Products before installation is commenced. Steeler shall not be liable for any claims made after the commencement of installation, for Products with any apparent or surface defect of which are claimed to be incorrectly sized, packaged, or matched. The preceding indemnification also applies to negligent use of Steeler's Products by the Purchaser and all related parties.

Returned Merchandise: All sales of non-stock materials, custom length steel products, drywall, finishing products, or tools are non-refundable. Repairs or exchanges of defective tools will be resolved according to manufacturer's warranty specifications. For all stock items, a written request for credit detailing the proposed return, proof of purchase and the reason for the request, must be presented to Steeler within 30 days of purchase. The request will be forwarded to our main office for approval. All merchandise accepted for return is subject to a minimum 25% restock fee. All Credit Card, Cash, and purchases made by check are final and returns are not accepted.

Prices: Subject to change without prior notice. All special orders require payment in full at time of ordering.

Material damage or shortage: It is the customer's responsibility to notify Steeler, Inc. within 72 hours of receipt of damaged goods or shortages.

Liens: Steeler, Inc. reserves the right to file a lien if your accounts is sixty days past due or is not paid within agreed terms. If account is in default, we will charge to your account: attorney fees, finance charges, and invoice fees. The maximum we will charge is 50% of the invoices, or a minimum of five hours at \$200 per hour for a total of \$1,000.

California Proposition 65 Warning: Steel Products may expose you to chemicals including nickel which is known to the State of California to cause cancer, and other chemicals listed which are known to the State of California to cause birth defects or other reproductive harm. Steeler Inc. distributes Wood Products, Drywall & Ceiling Products, Finishing Products, Insulation, and other products that may contain chemicals that are known to the State of California to cause cancer, birth defects, or other reproductive harm. The complete list is available at www.P65Warnings.ca.gov.

For complete details, please see Steeler, Inc.'s "Standard Terms and Conditions of Sale."