

LIMITED WARRANTY: CASTLE WARRANTS ONLY THAT THE GOODS SUPPLIED TO YOU UNDER THIS DOCUMENT CONFORM TO THE SPECIFICATIONS AND DESCRIPTION OF THE TYPE AND QUALITY SPECIFIED ON THE FACE HEREOF, SUBJECT TO TOLERANCES AND VARIATIONS CONSISTENT WITH THE USUAL TRADE PRACTICES. ALTHOUGH EMPLOYEES OF CASTLE ARE AVAILABLE FOR CONSULTATION CONCERNING THE SELECTION OF GOODS AND REQUIRED SPECIFICATIONS, THEY ARE NOT AUTHORIZED TO WARRANT THE SUITABILITY OF ANY GOODS FOR ANY PARTICULAR USE OR APPLICATION. FINAL DETERMINATION OF THE SUITABILITY OF THE GOODS FOR THE USE CONTEMPLATED BY YOU, CASTLE'S CUSTOMER, IS YOUR SOLE RESPONSIBILITY, AND CASTLE HAS NO RESPONSIBILITY AND MAKES NO WARRANTY OR REPRESENTATION IN CONNECTION WITH THAT DETERMINATION. (IN CASES OF GOODS MANUFACTURED BY COMPANIES WITH WARRANTY POLICIES DIFFERING FROM CASTLE'S, THE APPLICABLE WARRANTY OF THE ORIGINAL MANUFACTURER WILL APPLY.) THIS WARRANTY GIVES YOU, OUR CUSTOMER, SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

RIGHT OF INSPECTION: Should any of the goods supplied fail to conform to the specifications and the description on the face of this document, Castle's **ONLY LIABILITY** will be to make replacement or refund the purchase price, at Castle's sole option, provided that (a) you, our customer, notify Castle in writing within ten (10) days from receipt of the goods, (b) Castle's inspectors determine that the goods do not conform to the specification or description, (c) upon Castle's request, you, our customer, return the goods to Castle's warehouse within ten (10) days after being requested to do so, and (d) terms of payment have been fully met. Your failure to comply with the terms of this paragraph and as otherwise provided in this document shall constitute an irrevocable acceptance of the goods as conforming to the type and quality specified and bind you, our customer, to pay the contract price for the goods. All claims must be made prior to the installation or other use of the goods. If you have accepted the goods tendered under this document in any manner provided in the Uniform Commercial Code, you, our customer, shall have no right to revoke its acceptance.

PRICES: All prices are quoted f.o.b. Castle's shipping point unless otherwise stated on this document. All prices are subject to adjustment to reflect Castle's prices in effect at the time of shipment, including increases in packing, storage, shipping charges, or taxes. Cash Discounts, if any, are as allowed by Castle at the date of shipment and apply only to Castle's selling price f.o.b. the shipping Point, exclusive of all packing, storage, shipping, insurance, or taxes. You are not entitled to any cash discount if you owe Castle any uncontested past due balances.

TERMS OF PAYMENT: Payment for all goods is due and shall be paid according to the terms appearing on the face of the invoice from Castle. The invoice amount cannot be paid in any other manner than in full when due. On any amount not paid within one (1) day of the date it is due, liquidated damages will accrue and be payable. Liquidated damages shall be interest on the amount due at the maximum rate allowed by law.

TAXES: The prices quoted do not include sales, use, value added, excise or other taxes unless otherwise stated on the invoice. These taxes and any other measured in whole or in part by gross receipts applicable to this transaction shall be paid by you, our customer, in addition to the quoted purchase price. If you, our customer, claim exemption from any of these taxes, you shall furnish satisfactory proof of such exemption.

PACKING AND SHIPPING: Unless you, our customer, have furnished shipping instructions to Castle prior to the time Castle has completed packaging or tagging the goods, all orders will be shipped by either common carrier or Castle's own trucks. In either event, whether the shipment be by common carrier or Castle's own trucks, you shall pay freight charges from Castle's shipping point. Castle shall also be entitled to make additional charges for special packing if, in Castle's discretion, special protection is necessary to insure safe delivery. Special accuracy, ground and polished stock, and turned, and ground, and polished shafting is either boxed, burlapped, or paper-tubed covered in conformity with tariff regulations and for the protection of the finish.

TITLE RISK OF LOSS OR DAMAGE: Title shall pass upon delivery of the goods to the common carrier, or in the case of delivery on Castle's trucks, title shall pass upon the earlier of (a) when the goods are properly tagged, banded, and prepared for shipment or (b) when the goods are loaded on Castle's truck at Castle's facility. Customer bears the risk of loss or damage to or the destruction of the goods from the time of their delivery by Castle to the common carrier or in the event delivery will occur on Castle's truck when the goods are placed on Castle's truck for shipment to you. All claims for loss, damage, or destruction attributable to shipping should be made directly to the carrier, and unless they are shipped on Castle's truck, Castle shall not be responsible for any such loss, damage, or destruction. The common carrier, although selected by Castle, shall be deemed your agent.

CLAIMS AND CREDITS: Castle is not responsible for shortages or errors unless written claims are made to Castle within five (5) days of customer's receipt of the goods. In any event, claims of shortages or damage should be noted immediately upon receipt of the goods on the bill of lading or delivery ticket. If there is a shortage or the goods have been damaged in transit, a notation to that effect must be made upon customer's receipt on the carrier's bill of lading or delivery ticket (receipt). Damaged goods should not be unloaded until they have been thoroughly inspected and all damages noted on the delivery ticket or bill of lading. If customer requests that the goods be shipped via common carriers whose charges do not include insurance, Castle will not insure the goods unless specifically instructed to do so. All charges relating to insurance of goods will be made to the customer's account and are due and payable upon receipt of Castle's invoice unless they are billed directly to you by the insurance carrier.

RETURNS: No goods shall be accepted for return without the prior written authorization of Castle. There will be a twenty-five percent (25%) restocking charge on all returned goods accepted by Castle. No returns will be accepted after thirty (30) days from the date of delivery to you, our customer. Goods which have been processed may, not be returned.

DELAY IN DELIVERY: Castle assumes no responsibility for failure to ship on a particular date, and when an order is placed for shipment on a specific date, if, for any reason, customer will not accept the ordered goods if shipment is made earlier or later than the date specified, Castle must be notified to that effect in writing when the order is placed. All orders are accepted subject to strikes, riots, wars, labor troubles, floods, fires, accidents, delays, contingencies of transportation, governmental acts, orders and regulations, and any other causes beyond the control of Castle, and if any such cause prevents or interferes with the delivery of the goods ordered, customer shall accept as full and complete fulfillment of the order the portion of the goods covered by the order which Castle is able under the circumstances to procure and deliver in accordance with the order; and a time for delivery shall be extended for such time as shall be reasonably required.

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SUSPENSION OF PERFORMANCE: If you, our customer, fail to pay any amount owing to Castle or, if in Castle's judgement there is reasonable doubt concerning your financial responsibility, Castle may suspend performance or terminate this contract without liability and without prejudice to other remedies, as to further delivery and work, and no forbearance or course of dealing affects this right of Castle. Notwithstanding any previous shipment on credit Castle may, at any time, demand, payment on delivery, require payment in advance or upon tender of shipping documents.

RIGHT OF RESALE: If you, our customer, breach or repudiate a provision of this contract or fail to comply with this contract, Castle, may resell the goods which have not already been delivered to you, together with any goods reclaimed by Castle or to which Castle may agree to accept return. The sale may be public or private, wholesale or retail, and Castle may hold more than one (1) sale. In addition, you, our customer, shall pay Castle the amount by which the price established in this contract exceeds the amount received from the public or private sale, together with all incidental damages occasioned by your default you, our customer, and Castle agree that at five (5) days' written notice of resale at public sale or private sale which Castle conducts as a result of your default is reasonable notice to you of the sale.

VERBAL ORDERS: Castle telephone desks are maintained and, staffed for immediate service. If shipment of your order is made before written confirmation from you is received such orders must be considered as accurate as recorded by Castle's inside sales personnel. To avoid duplication of verbal orders please mark confirming orders prominently and clearly "confirmation". Otherwise, duplications will result, and the charges involved will beat your expense. Acceptance of all verbal orders is expressly limited to, these terms and conditions as stated herein.

CHANGES OR CANCELLATIONS: Should you, our customer, find it necessary to change the specifications of your order while work is in progress, Castle' will make every effort to accommodate you. However, it will be necessary for Castle to charge you, our customer, and you agree to pay for any services, labor, or material which are discarded or unusable because of such changes requested by you. Should you, our customer, for any reason, desire to cancel an order, you agree to reimburse Castle for any and all costs and expenses which Castle may have incurred as a result of its performance under the order, prior to your notification of cancellation. You also agree to pay for any material which has been cut or fabricated to your order and which is unusable. Castle agrees to credit you with the value of the scrap value of the material which is discarded.

INDEMNIFICATION: Customer shall indemnify, defend, and hold Castle, its officers; and agents harmless from and against all loss, liability, cost, damage, or expense whatsoever incident to any claim, action, or proceeding against Castle (i) arising out of (a) the negligent design of goods furnished per your, our customer's, specifications, (b) installation, (c) maintenance, (d) use, (e) fabrication, and (f) operation of the goods by you, our customer or on your behalf, or, (ii) based on the allegation that any of the goods or any part thereof sold hereunder pursuant to your customer's design or specification infringe any patents applied for or issued as of the date of this order.

ATTORNEYS' FEES: In the event it becomes necessary for Castle to, retain legal counsel or to utilize its in-house counsel to implement collection procedures, or to undertake litigation, or to otherwise protect Castle's rights under the contract, or to defend itself against claims, which are your responsibility you, our customer, shall pay Castle a reasonable sum for the attorneys' fees and related costs, whether or not such litigation proceeds to final judgment.

WAIVER: No waiver of any breach or default of yours, under, these terms and conditions operates as a waiver of any future default, whether of a like or different character except as otherwise provided in these terms and conditions.

CHANGES OR CANCELLATIONS: Should you, our customer, find it necessary to change the specifications of your order while work is in progress, Castle' will make every effort to accommodate you. However, it will be necessary for Castle to charge you, our customer, and you agree to pay for any services, labor, or material which are discarded or unusable because of such changes requested by you. Should you, our customer, for any reason, desire to cancel an order, you agree to reimburse Castle for any and all costs and expenses which Castle may have incurred as a result of its performance under the order, prior to your notification of cancellation. You also agree to pay for any material which has been cut or fabricated to your order and which is unusable. Castle agrees to credit you with the value of the scrap value of the material which is discarded.

SEVERABILITY: If any provision of these terms and conditions as applied to any party or, to any circumstance shall be found by a court to be void, invalid, or unenforceable, it shall not affect any other provision of these terms and conditions, the application of any such provision in any other, circumstance, or the validity of enforceability of these terms and conditions.

ENTIRE AGREEMENT: The terms and conditions set forth here constitute the entire agreement between Castle and our customer, the parties, relating to the sale of the goods, and this agreement prevails over any and all terms contained in your, our customers, purchase order or acknowledgements unless explicitly stated to the contrary in a writing executed by both you and Castle. This agreement cannot be modified except by a writing signed by both of us.