

## TERMS AND CONDITIONS OF SALE

1. Unless otherwise mutually agreed in writing, any order placed by buyer with Heyco Metals shall be subject to the terms and conditions set forth in this document and in Heyco's quotation document. These documents shall constitute the complete agreement of Heyco and buyer and may not be varied by the terms and conditions of any purchase order or other document of buyer.
2. Prices quoted do not include customs duties or any federal, state or local taxes. They are binding for acceptance within 24 hours.
3. Unless otherwise mutually agreed in writing, payment shall be net cash 30 days from date of invoice. Material will be invoiced date of shipment.
4. All shipments will be F. O. B. Heyco's shipping dock, Reading/PA, with title passing to customer at that point. For domestic destinations, Heyco will prepay freight for orders of 4,000 lb or more, including insurance charges. For shipments less than 4,000 lb, unless other arrangements have been made freight and insurance shall be charged at Heyco's standard rates.
5. Unless otherwise mutually agreed in writing, materials will be manufactured in accordance with ASTM Standards, volume 02.01, latest edition.
6. All products manufactured by Heyco are inspected and certified before shipment. Should any shipment or part thereof be defective in material or workmanship, buyer shall notify Heyco immediately and Heyco shall replace or repair the defective product without cost to buyer or, at Heyco's option, repay the purchase price upon return of the defective material. This shall be the limit of Heyco's liability and buyer's exclusive remedy. There is no implied warranty of merchantability. Heyco shall not be liable for any incidental or consequential damages, losses or expenses resulting from late or defective product.
7. The advice of Heyco's technical staff is available to customers, but since Heyco does not control or supervise subsequent manufacture, fabrication or installation of its products, or their use after sale, this advice is not under any warranty.
8. Heyco will comply with all applicable state and federal laws and regulations which govern the manufacture of its products.
9. Heyco's failure to object to provisions contained in any communication from buyer shall not be deemed an acceptance of such provisions, or as a waiver of these conditions of sale.
10. Should buyer terminate or change any order, in whole or in part, at any time prior to shipment of goods, in the absence of a breach by Heyco, then buyer shall be liable to reimburse Heyco for documented costs reasonably incurred by Heyco.
11. Unless otherwise agreed, any disagreement arising from sale of product by Heyco to buyer shall be adjudicated in accordance with the laws of Pennsylvania.

David Mandle  
VP General Manager  
January 10, 2011.