

GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions (the "Terms") apply to any sale of products (the "Products") by Deansteel Manufacturing Co. ("Deansteel").

1. Submittal drawings prepared by Deansteel and approved by Buyer shall be deemed the correct interpretation of the work to be performed even when not consistent with the plans and specifications. Any additional orders or extras for work or materials will be subject to all terms and conditions of the original PURCHASE ORDER.
2. Discrepancies of manufacture must be reported to Deansteel before any corrective measures are taken in the field, otherwise charges for corrections will not be honored.
3. Deansteel will not commence fabrication of any materials required hereunder until:
 - (a) All complete contracts, plans, drawings and specifications have been delivered to Deansteel;
 - (b) All drawings submitted by Deansteel have been finally approved by all authorities whose approval is required;
 - (c) Deansteel has received all necessary information from other trades when they affect or are related to our work or products (i.e., complete hardware schedule, hardware templates, etc.);
 - (d) After completion of (a), (b) and (c), Deansteel shall have received a reasonable notice to commence fabrication of such materials; and
 - (e) All credits or debits for changes in quantity or design of material furnished shall have been accepted in writing by Buyer.
4. All orders are subject to Deansteel's ability to procure materials for fabrication. Deansteel shall not be liable for delay or any inability to perform as a result of labor disputes, fires, accidents, government intervention, acts of God or any other cause beyond Deansteel's control.
5. Specified shipping dates are based upon Deansteel's estimates, are approximations only and are not guaranteed. Deansteel shall have no responsibility or liability for damages that may be incurred due to delay in shipment of Products.
6. Unless otherwise stated herein, all Products are F.O.B. San Antonio, Texas. All freight and shipping charges shall be paid by Buyer. Deansteel reserves the right to select the method of shipment. No claim for shortage, damaged or defective Products will be considered unless made in writing to Deansteel within 10 days of delivery. If Products are defective or damaged by Deansteel, Deansteel may either replace said Products or return a portion of the total contract price, but Deansteel shall not be responsible for special or consequential damages. Products accepted and used shall be deemed to have been accepted in good condition and in compliance with the PURCHASE ORDER.
7. All painted Products shall be carefully inspected at Deansteel's factory prior to shipment. Deansteel assumes no responsibility for and damage to the finish of painted Products after they leave Deansteel's factory. For Buyer's protection it is suggested that all materials be stored in a dry area and protected from the weather and job site conditions.
8. Deansteel is not responsible for any use to which the Products may or may not be used, or any effect of the environment may have on such Products. Deansteel makes no representations or warranties that the Products, when put to any specific use, will comply with governmental regulations, or can be safely used or operated.
9. Deansteel warrants that its Products shall be free from defects in material and workmanship for a period of one year from the date of delivery. However, this is a LIMITED WARRANTY. Should Buyer desire to return any Products under this Limited Warranty, Buyer shall ship such Products, at its expense, to the Deansteel factory in San Antonio, Bexar County, Texas. If, in the Deansteel's judgment, any defect is caused by faulty material or workmanship, repairs or replacement shall be made, or at Deansteel's option, the purchase price shall be refunded.
10. This Limited Warranty shall not apply to any Products which may have been repaired or altered in any way so as, in the Deansteel's Judgment, to affect their stability, reliability, or the use for which said Products were manufactured, as communicated to Deansteel. This Limited Warranty will not apply to any Products which have been subjected to any misuse, accident, or other damage including improper installation.
11. Other than the Limited Warranty specifically set out herein, DEANSTEEL MAKES NO FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE NOT SPECIFICALLY SET OUT HEREIN.
12. Buyer agrees that title to the Products shall remain with Deansteel until the total contract price has been paid in full. In the event that Buyer fails to pay the total contract price in full, Deansteel, in addition to all other remedies provided by law, may enter upon the premises where the Products are located by any lawful manner and may take possession of same. Deansteel shall have the right to resell any Product so taken.
13. Unless paid for in advance, Deansteel may elect to suspend fabrication or decline shipment of materials or Products should there arise in Deansteel's opinion a doubt as to Buyer's financial responsibility. Should such a doubt arise, Deansteel may elect to cancel any unfilled portion of the order, and all costs and damages together with any unpaid balances otherwise due, shall immediately become due and payable to Deansteel by Buyer.
14. PURCHASE ORDERS cannot be cancelled or delayed except with Deansteel's written consent, and upon terms that will indemnify Deansteel against loss. Where a PURCHASE ORDER is cancelled before manufacture, a charge equal to 10% of the total contract price will be due. Where the PURCHASE ORDER is completely or partially cancelled after Deansteel has started fabrication, Buyer agrees to pay the total contract price less Deansteel's cost of manufacturing the remaining part of the PURCHASE ORDER. Such total contract price shall include the cost of all materials and equipment purchased by Deansteel in connection with the PURCHASE ORDER.
15. Deansteel's acceptance of a Buyer's PURCHASE ORDER includes the Terms and Conditions set forth herein by default. These Terms shall constitute the sole AGREEMENT between the Buyer and Deansteel. Any changes with Buyer's PURCHASE ORDER can only be authorized in writing signed by Deansteel. This AGREEMENT shall be binding upon and inure to the benefit of the respective parties, their successors, representatives, and assigns.
16. In the event it becomes necessary for a lawsuit to be filed to enforce any of the terms and provision of the PURCHASE ORDER, venue shall be in San Antonio, Bexar County, Texas. The Prevailing Party shall be entitled to recover reasonable attorney's fees and court costs incurred in such suit in addition to all remedies and/or damages.