



10310 S. Medallion Drive  
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## Conditions and Terms of Sale

### QUOTATIONS

All quotations made by Riverfront Steel, Inc. or its agents are subject to change without notice, subject to prior sale, and unless otherwise agreed, are binding only for immediate acceptance. All sales are subject to strikes, accidents, or other causes of any kind beyond our reasonable control. Riverfront Steel, Inc. reserves the right to cancel contracts on which full specifications have not been given within the time agreed.

Special order material (mill or otherwise) is not subject to cancellation without Riverfront Steel, Inc.'s written consent. Quotation of freight rates are only estimates, and are not binding upon the seller.

### CONFIRMATION OF ORDERS

After receiving orders by telephone, every effort is made to ship exactly as requested. However, when material is shipped and/or processed before the receipt of a written confirming order, Riverfront Steel, Inc. cannot assume responsibility for any deviation from instructions of specifications contained on such confirming order. Therefore, every telephone order should be followed immediately with a confirming written purchase order. The written purchase order should clearly indicate if it is merely "confirming" a previously given telephone order.

### TAXES

Any taxes which Riverfront Steel, Inc. may be required to pay or collect, under any existing or future law, or upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of any of the material covered hereby, including taxes upon or measured by the receipts of the sale thereof, shall be for the account of the buyer, who shall promptly pay the amount thereof to Riverfront Steel, Inc. upon demand. The foregoing shall not apply to any taxes, the payment or collection of which by Riverfront Steel, Inc. is excused by reason of delivery to Riverfront Steel, Inc. of a valid tax exemption certificate.

### TERM OF SALES

½ of 1% 10 days, net 30 days. Finance charges of 1 ½% will be added to all invoices after 30 days from date of invoice. This is equivalent to 18% A.P.R.

Buyer shall be responsible for payment of any costs or legal fees incurred toward the collection of past due accounts.

### VARIATIONS AND TOLERANCES

All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition, and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerance and variations consistent with practical testing and inspection methods.

### WARRANTIES AND CLAIMS

Riverfront Steel, Inc. warrants that all material, at the time of shipment, shall conform to the description showing on our packing slip. **RIVERFRONT STEEL, INC. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO MATERIAL SOLD OR SERVICES RENDERED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MATERIAL OR SERVICES FOR PARTICULAR PURPOSE.** By placing an order with Riverfront Steel, Inc., a buyer affirms that he has not relied upon the judgment or skill of Riverfront Steel, Inc., or any of our agents, employees, or representatives to select or furnish material for any particular purpose, and the sale is made without any warranty by Riverfront Steel, Inc. that the material is suitable for any particular purpose.

### RETURN SHIPMENTS

Return shipments must be authorized by Riverfront Steel, Inc. in advance. Material which has been cut or otherwise processed by either the buyer, or by us for the buyer, is not returnable. All authorized returns are subject to a re-stocking charge.