



P.O. Box 10074 • Portland, Oregon 97296-0074 • (503) 295-3636

General Terms and Conditions of Sale

1. Acceptance/Entire Agreement: This Agreement applies to and governs any and all sales of goods by Bob's Metals, Inc. ("Seller") to you ("Buyer") and any and all Purchase Order(s) issued by Buyer to Seller. The terms of this Agreement and the specifications and terms in such Purchase Order(s), shall collectively constitute the entire agreement of the parties with respect to each sale of goods and shall supersede all other writings, communications and negotiations. Seller objects to and revokes any and all terms proposed by Buyer that are in addition to and/or contrary to this Agreement and/or the Purchase Order(s), including, but not limited to, any and all terms of Buyer contained in any of Buyer's forms, invoices, delivery receipts, documents or correspondence. Upon Buyer signing a Purchase Order(s) issued by Buyer or delivery of the goods to Buyer pursuant to a Purchase Order(s), whichever occurs first, the terms of said Purchase Order(s) shall be deemed accepted by Buyer. This Agreement shall not be modified unless in writing and signed by Seller. Any change or addition to any Purchase Order(s) made by Buyer shall be of no effect.
2. Delivery: Deliveries are to be made on or before the date identified in the Purchase Order(s) and will be deemed delivered when placed in the hands of the carrier or shipper at our warehouse or other place of business, unless specific shipping terms are agreed upon in writing by Buyer and Seller. Title to, and risk of loss, of goods sold to Buyer shall rest upon Buyer at time of delivery.
3. Inspection and Acceptance: Buyer will have 48 hours from the time Buyer or Buyer's consignee/customer receives the goods to inspect and reject them, unless a specific amount of time has been mutually agreed upon by Seller and Buyer to allow for further inspection or testing. After 48 hours, the goods will be deemed accepted unless Buyer has notified Seller in writing of their rejection and the claimed nonconformity. Seller does not authorize any returns without prior written approval.
4. Quantities: The specific quantity of all materials sold hereunder will be delivered in full at the time specified in the Purchase Order(s), and such quantity shall not be changed without Seller's written consent. The weights as determined on the Seller's certified scales are decisive. Unless otherwise specified a ton shall be understood to be two thousand (2,000) pounds; a gross ton, two thousand two hundred forty (2,240) pounds; and a metric ton, two thousand two hundred four and sixty-two hundredths (2,204.62) pounds.
5. Payment: If goods are not shipped C.O.D., payment for goods must be made in full within 30 days of the date of our invoice, unless other payment terms have been agreed upon in writing. Payments not made when due will accrue a late payment charge on the unpaid amount until paid at the rate of 18 percent per annum or the maximum rate allowed by law, whichever is less. Seller reserves all remedies with regard to past due amounts including, without limitation, the right to suspend further shipments on any orders which Buyer has placed with Seller. If delivery is made in installments, payment is due under the above terms with regard to each installment.
6. Taxes: All taxes which are presently or hereafter imposed on the use, sale, or delivery of the goods will be charged to Buyer in addition to the purchase price. If Buyer claims any exemption from taxes, Seller may require Buyer to certify and/or document your eligibility for that exemption.
7. Warranties: Seller warrants and represents that all goods sold to Buyer conform to quality standards and specifications as set forth or referenced herein and/or in the Purchaser Order(s), and/or as established in the industry, in order to provide the highest standard of quality of goods to Buyer. Seller expressly disclaims all warranties, either express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular use.



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8. Limitation of Damages: Under no circumstances will Seller be liable to Buyer or to any other person for any consequential or incidental damages arising from or connected with the sale or use of the goods. This exclusion of liability for consequential or incidental damages includes, without limitation, liability for lost profits, loss of time, use of equipment or good will, expenses incurred in replacing goods, damage to or replacement of equipment or property, and any other loss or damage of an economic nature. Seller's total liability with regard to any goods will not exceed the amount that Seller paid for those specific goods. This paragraph applies to all claims whether asserted under contract, tort, statute, or any other legal theory.
9. Indemnification: Buyer agrees to defend, indemnify, and hold Seller and any of Seller's parent corporations, subsidiaries, officers, directors, shareholders, employees, agents, successors and assigns harmless against any and all claims, liability, costs, damages, expenses (including reasonable attorney's fees and costs related to any such claim), fines and penalties arising from any breach of this Agreement and/or any Purchase Order related to any defect or nonconformity in goods sold to Buyer.
10. Force Majeure: If a party becomes subject to an event or circumstance of "force majeure" for which extraordinary circumstances arise that beyond the reasonable control of such party and that prevent the partial or complete fulfillment of obligations, including without limitation, fire, storm, earthquake, flood, or other calamity of nature, war, military operations, naval or other blockades, insurrection, terrorism, revolution, strikes, or outright prohibitions of exports or imports, said party shall immediately notify the other party in writing thereof, including providing reasonable details as to such event or circumstance of force majeure, and shall keep the other party reasonably informed of any developments with respect to such event or circumstance of force majeure.
11. Interpretation and Venue: This Agreement shall be interpreted according to the laws of the State of Oregon and the United States District Court for the District of Oregon shall be the proper venue for legal action related to this Agreement.
12. Entire Understanding: Buyer acknowledges and agrees that the terms and conditions of this Agreement are clear and that it fully understands them. Buyer agrees that this Agreement shall not be construed for or against either party on account of who drafted the Agreement.