

MRSI Terms and Conditions of Sale

1. Complete Agreement: Sales by Metal Resource Solutions, Inc. (MRSI) are made only upon these “Terms and Conditions of Sale”. No salesperson, agent or representative of MRSI, except for the President has the authority to change or modify our “Terms and Conditions”. Accepting delivery of products sold by MRSI and failure to object to these terms within two (2) business days of delivery shall constitute your acceptance of these Terms and Conditions.
2. Credit Department Approval: All shipments are subject to approval by MRSI’s Credit Department.
3. Payment:
 - a) Terms: Net thirty (30) days or as stated on the invoice.
 - b) All bills are payable in US dollars to MRSI to the address listed on our invoice.
 - c) All payments for the products delivered shall be based upon the information detailed on the MRSI delivery documents and records whether signed by you or not.
 - d) If you fail to make payment when due, or if MRSI at any time has any doubt about your ability or intention to pay, we may decline to make any further shipments to you. The rights and remedies of MRSI set forth herein shall not be exclusive and MRSI shall have all other rights or remedies at law or equity.
 - e) Should MRSI refer any unpaid invoices to a collection agency you will be liable for the collection costs incurred.
4. Product Terms:
 - a) Nonconforming Product: Product shipped to a customer that does not meet the customer’s written purchase order specifications may be returned to MRSI as long as MRSI is notified within fifteen (15) days of delivery and the nonconformity can be verified to MRSI’s satisfaction. This may include at MRSI sole discretion testing of the product by an independent laboratory. Upon receipt of an authorized return MRSI will issue credit for the material actually returned.
 - b) Transportation Damage: On rare occasions freight companies may mishandle product which may result in damage to the product. Our customers have a responsibility to visually inspect the product prior to unloading it from the carrier and to note any damage or wet conditions on the bill of lading.
 - c) Final Acceptance of Product: You must provide MRSI with written notice of any defect or nonconformity within fifteen (15) business days of product delivery. Failure to notify MRSI shall constitute an irrevocable acceptance of the product and admission that you have inspected the material and found it fully compliant with respect to your written purchase order.
 - d) Customer Accommodation: If a customer wishes to return product that fully meets their written purchase order specifications MRSI, in its sole discretion, may work with our customer to accommodate the return of the product under the following conditions; the customer pays the freight for the original shipment and the return shipment, the product has not been damaged in any way and is in its

original packaging. The product must be readily saleable by MRSI to other customers (in MRSI's sole discretion). In some cases a restocking fee may apply. No accommodations will be considered after ninety (90) days from delivery.

5. Limitation of Product Warranty:

- a) **Material Certification:** MRSI provides distribution and processing services to the manufacturing industries. We do not manufacture the products but instead purchase them from industrial mills that have met our stringent quality standards. We do not certify our products, we pass through the industrial mill's certification and information contained on the producing mill's certification documents. We do not guarantee or provide any representation or warranty with respect to the mill certification. We do not routinely perform in-house testing to verify the accuracy of the mill certifications.
- b) **Customer Application:** MRSI sells product as specified by our customer. MRSI cannot, under any circumstances, guarantee that the product will successfully produce parts to a customer's expectations. As a result we will not accept any set-up fees, administrative fees, downtime costs, sorting charges or any other charge-backs for product that did not successfully produce a customer's part to that customer's satisfaction.
- c) **No Guarantee That Products Are Defect Free:** While MRSI works diligently to purchase product from industrial manufacturers that have met our demanding quality requirements, MRSI makes no representations or warranties with respect to the product and does not guarantee that the product is defect free. MRSI shall not be responsible for damage or loss caused by a product defect.
- d) **Exclusions of Warranties and Limitations of Liability:**
 - i. MRSI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO PERSON HAS ANY AUTHORITY TO EXTEND ANY WARRANTY ON BEHALF OF MRSI.
 - ii. YOUR ONLY REMEDY FROM MRSI IS FOR PRODUCT REPAIR, PRODUCT REPLACEMENT OR CREDIT AS SET FORTH ABOVE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY; provided however that MRSI's liability for such remedies is limited to and shall not exceed the contract price of any rejected product and normal freight charges as described above.
 - iii. MRSI shall not be liable for consequential, incidental, special, liquidated, punitive or other damages, including, but without limitation, loss of profits, personal injuries, loss or damage to property, etc.

6. Miscellaneous:

- a) Any and all representations, warranties, promises or statements by any person, including but not limited to MRSI salespersons or agents which differ in any way from these Terms and Conditions shall be given no force or effect.
- b) No instance of a failure of MRSI to enforce any or all of these Terms and Conditions shall constitute a waiver of any or all of these Terms and Conditions.
- c) This Agreement shall be construed according to the laws of the state of Ohio.
- d) The parties irrevocably submit to the exclusive jurisdiction of any court of the state of Ohio or federal court of the United States of America, sitting in Butler County Ohio, in any action arising out of or relating to the customer's purchase order, MRSI products or the Terms and Conditions.