

# TOLL PROCESSING SERVICE OFFER MANUAL

Terms and Conditions



This issue supersedes all previous issues

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*The information in this Bulletin is current as of January 2018. It is possible that the laws and regulations discussed may change from time to time. While Steelscape will endeavor to issue updates to address regulatory changes, Steelscape disclaims any affirmative obligation to do so. Should you have any questions on the current applicability of any of the laws discussed herein to your product purchases, please contact Steelscape's Technical Services Department or your Account Manager.*

## INTRODUCTION TO STEELSCAPE

Welcome to Steelscape. To make doing business with us easy and hassle-free, we developed this manual as a resource. It will explain our toll service offer, highlighting all available options. You can reference how to place an order with Steelscape, selecting the appropriate packaging, shipping and storage options. You can also reference our billing and claims policies.

This manual is not all-encompassing and is subject to amendment. Any information not addressed can be quickly answered by contacting the appropriate Steelscape Customer Service Representative by calling 1-888-285-7717.

Please distribute the information presented within this manual to appropriate departments and people within your company.

Steelscape's Toll Service Offer Manual will be updated as the information found within is refined and developed. To ensure your version of this manual is as current as possible please reference the footer information at the bottom of the page. The footer will display the version number and release date of the Toll Service Offer Manual in your possession. Should your version be outdated, please contact your Steelscape Sales Representative for the most up-to-date version.

We hope this information proves useful in answering your questions. We welcome any feedback you may have on the layout or content.

**We know you have many options when selecting your suppliers and we appreciate your business. All of us at Steelscape look forward to working with you to fulfill your coated steel needs.**

## STEELSCAPE'S VISION, MISSION & VALUES

### Our Shared Vision is...

"To be our customers' preferred supplier of pre-painted products known for our quality, reliability, customer service, and ease of doing business."

### Our Shared Mission is...

To use our assets to maximize shareholders value while ensuring customer and employee engagement.

**Speed • Accuracy • Synergy • Response**

### Our Shared Values are...

**Integrity:** Doing what we say we'll do.

**High Performance:** Achieving superior results and stretching our capabilities.

**Courage to Lead Change:** Inspiring and delivering change even in the face of adversity.

**Respect for Each Other:** Valuing diversity and recognizing our interdependencies.

**Safety and the Environment:** Commitment to safety, health & environmental responsibilities.

## OUR BOND

**We and our customers proudly bring inspiration, strength and color to communities with Steelscape steel.**

### Our customers are our partners.

Our success depends on our customers and suppliers choosing us. Our strength lies in working closely with them to create value and trust, together with superior products, service and ideas.

### Our people are our strength.

Our success comes from our people. We work in a safe and satisfying environment. We choose to treat each other with trust and respect and maintain a healthy balance between work and family life. Our experience, teamwork and ability to deliver steel inspired solutions are our most valued and rewarded strengths.

### Our shareholders are our foundations.

Our success is made possible by the shareholders and lenders who choose to invest in us. In return, we commit to continuing profitability and growth in value, which together, make us all stronger.

### Our communities are our homes.

Our success relies on communities supporting our business and products. In turn, we care for the environment, create wealth, respect local values and encourage involvement. Our strength is in choosing to do what is right.

## STEELSCAPE CONTACT LIST

To ensure you have the best possible access to our staff, we ask that you to reference our website at [www.steelscape.com](http://www.steelscape.com). Most departments and contacts associated with your account will be listed under the Contacts page of our website.

Name	Title	Telephone	Cellular	Email
<b>SALES ADMINISTRATION</b>				
Scott Cooley	VP Sales	(360) 673-8324	(214) 415-6597	scott.cooley@steelscape.com
Mary Wardle	Sales Manager West Region	(925) 937-8818	(925) 330-8818	mary.wardle@steelscape.com
Marc Fullem	Sales Manager East Region		(630) 853-1994	marc.fullem@steelscape.com
Edgar Tomlin	Sales Analyst	(360) 673-8664		edgar.tomlin@steelscape.com
Stan Randolph	Sales Analyst	(360) 673-8235		stan.randolph@steelscape.com
Shelby Courtney	Architectural Coordinator	(360) 673-8660		shelby.courtney@steelscape.com
<b>ACCOUNT MANAGERS</b>				
Mark Hector	Account Manager	(360) 673-8330	(360) 430-5037	mark.hector@steelscape.com
Dale Webb	Account Manager	(360) 673-8649	(360) 430-6147	dale.webb@steelscape.com
Eugene Saez	Account Manager	(310) 541-3747	(213) 924-5888	eugene.saez@steelscape.com
Robert Grimes	Account Manager	(360) 673-8252	(360) 430-8539	robert.grimes@steelscape.com
Mark Zefeldt	Account Manager	(714) 992-5843	(714) 319-0472	mark.zefeldt@steelscape.com
<b>CUSTOMER SERVICE</b>				
Dennis Herron	Cust. Service Rep.	(360) 673-8464		dennis.herron@steelscape.com
Maggie Destromp	Cust. Service Rep.	(360) 673-8314		maggie.destromp@steelscape.com
Andrea Wernex-Dennis	Cust. Service Rep.	(360) 673-8210		andrea.wernex-dennis@steelscape.com
Anne Poremba	Senior Cust. Service Rep.	(909) 484-4611		anne.poremba@steelscape.com
Julie Lopez	Cust. Service Rep.	(909) 484-4606		julie.lopez@steelscape.com
Alicia Eyer	Cust. Service Rep.	(360) 673-8410		alicia.eyer@steelscape.com
Brian Eyer	Cust. Service Rep.	(360) 673-8296		brian.eyer@steelscape.com
<b>QUALITY SYSTEMS &amp; TECHNICAL SERVICE</b>				
Michelle Vondran	Technical Manager	(909) 484-4623	(909) 286-6470	michelle.vondran@bluescope.us
Sean McKean	Technical Services	(909) 484-4666	(909) 213-7084	sean.mckean@steelscape.com
Dan Hall	Technical Services	(360) 673-8428	(360) 431-0431	dan.hall@steelscape.com
Gary Preisendorfer	Technical Services		(360) 431-8761	gary.preisendorfer@steelscape.com
Betsy Hoppe	Quality Systems Manager	(360) 673-8286	(360) 607-1649	betsy.hoppe@steelscape.com
<b>SHIPPING &amp; DISPATCH</b>				
Allen LaTourrette	Transportation Manager	(360) 673-8285	(360) 431-6466	allen.latourrette@bluescope.us
Ken Taylor	Transportation Coordinator	(360) 673-8217		kenneth.taylor@bluescope.us
Tyler Petterson	Dispatcher	(360) 673-8427		tyler.petterson@steelscape.com
Terra Luff	Dispatcher	(360) 673-8281		terra.luff@bluescope.us
<b>ACCOUNTS RECEIVABLE</b>				
Connie Woodward-Hass	Credit Manager	(360) 673-8234		connie.woodward@steelscape.com
Annamae Bryan	Credit Assoc.	(360) 673-8239		annamae.bryan@bluescope.us
<b>KALAMA, WASHINGTON FACILITY</b>				
Reception		(360) 673-8200		
Norman Ross	Plant Manager	(360) 673-8292	(360) 430-2066	norman.ross@steelscape.com
<b>RANCHO CUCAMONGA, CALIFORNIA FACILITY</b>				
Reception		(909) 987-4711		
Shane Gravitt	Plant Manager	909-484-4649		shane.gravitt@steelscape.com

## ORDER PROCESSING

### Purchase Order Requirements\*

To process your order more efficiently, we require the following information when receiving your order:

Criteria	Options (If Applicable)
Ship-to Address	NA if customer will call
Mode of Transportation	(Truck or Rail)
Customer Purchase Order No.	
Total Quantity Ordered	(Pounds and/or Lineal Feet)
Metallic-Coating Type	(ZINCALUME® or TruZinc® Steel)**
Resin Coating	(Yes/No)
Metal Grade	(33, 37, 40, 50CL1, 50CL2, 50CL4, 57, 80CL1, CSA, CSB)
Coating Weight	(G30, G40, G60, G90, G100, AZ35, AZ50, AZ55)
Thickness	(Base Metal Thickness or Total Coated Thickness)
Thickness Tolerance	(Full Thickness Tolerance - See Section 4.5)
Width Tolerance	(Standard or Slit Tolerance)
Output Width	(Min)
Skin Passed	(Yes/No)
End Use	
Chem. Treat	(Yes/No)
RoHS Compliant	(Yes/No)
Oil	(None/Light/Medium) (Heavy upon request & approval)
Branding	(Yes/No and Type)
Coil Inside Diameter (ID)	(20")
Coil Weight Minimum	
Coil Weight Maximum	
Skid Weight Maximum	
Packaging Preference	
Steelscape to Paint	(Yes/No)
Steelscape to Slit	(Yes/No)
Steelscape to Emboss	(Yes/No)
Emboss Type & Depth	(Stucco/.005 or .007)
Steelscape to CTL	(Yes/No)
Flat Sheet Length	
Flat Sheet Plastic Film Required	(Yes/No)
Customer to Paint	(Yes/No)
Requested Ship Date	
Paint Details-Top & Bottom Primer/Backer	(Mils Primer/Mils Backer)
Paint Details-Top & Bottom Paint Color	(Paint Code with Color Description and Paint System)
Unit Pricing	(Per CWT or Pounds and TWM or Actual) (Note: Freight always calculated on actual weight)
Quote Number Used for Pricing	

\* If your order needs to comply with any special building requirements, you will need to include that information on your purchase order provided to Steelscape. This includes requirements to meet the Buy American Act (BAA), Surface Transportation Assistance Act (STAA), American Recovery and Reinvestment Act (ARRA), various Buy America requirements, domestic and/or melted and poured requirements, or recycled-content requirements.

### Lead Times & Releases

Steelscape will make every attempt to satisfy the customer order request date. Availability of materials - substrate and paint - in addition to line time availability will determine Steelscape's ability to meet the request date. Every order will reflect the customer order requested ship date as well as the Steelscape Acknowledged Date.

To help our customers better understand Steelscape's order entry process as it relates to lead times we offer the following order practices:

1. Steelscape commits to shipping orders within the agreed lead times.
2. Steelscape does require orders be processed with a release date already provided or the orders to be released at least one week prior to the Acknowledged Date. This will enable us to rapidly package the orders, schedule appropriate transportation and have them shipped on or before the date we have indicated.
3. Steelscape requires 48 hours to arrange trucking. Orders requiring shipment should be released a minimum of 48 hours prior to the required shipping date.
4. In the absence of a customer order release received at least one week before the Acknowledged Date, Steelscape will produce and package for shipment all orders by the agreed date.

**NOTE:** Our delivery time is measured by the Acknowledged Production Date of the order and does not include the transportation time or mode used to deliver the product from our facility to the customer's final destination. Providing a release date when placing an order will help ensure the added time for transportation is minimal.

### Order Acknowledgments

Upon receipt and entry of an order into the Steelscape production system, the customer will be provided an Order Acknowledgement. The acknowledgement will contain all specifications related to the order and should be reviewed to ensure accuracy. Any discrepancies must be brought to your Customer Service Representative's attention immediately. Order Acknowledgements will be sent for all orders unless requested otherwise in writing from the customer to the appropriate Steelscape Customer Service Representative.

### Change Requests

We realize sometimes an initial order will need to be altered. Recognizing that potential need, we have established the following guidelines to help customers understand our change policy for existing orders.

1. Any changes to an existing order must be submitted in writing to the Customer Service Representative (CSR).
2. The CSR will initiate the change in Steelscape's system by obtaining approval from all appropriate departments, as determined by the type of change requested. Each request will be reviewed within twenty-four (24) hours. However, it may take up to one (1) business day to determine acceptance or refusal of the requested change.
3. Approval of changes will depend on the type of change requested and the status of order (i.e. where the order is in-process, lead time guarantee, etc.)
4. Orders approved for change will be revised per the customer request.
5. Customers will be notified of the outcomes for all changes requested.

### Allowable changes include:

- Substrate
- Coating Weight
- Width
- Quantity\*
- Lead Time
- Price
- Purchase Order No.
- Customer Part No.(s)
- Min/Max Coil Weights
- Packaging Instructions
- Paint Color\*
- Paint Thickness\*
- Grade\*
- Decimal Thickness\*
- End-Use
- Ship-To
- Ship Mode
- Slitting/Embossing Instructions

\* Some restrictions apply to amending these items. Consult Steelscape Customer Service with any questions or concerns.

Amending an order may result in resetting of the Acknowledged Date. Upon amendment approval, a revised order acknowledgement will be reprinted and be sent to the customer.

In order to avoid accumulating and/or carrying unused paint inventory, any customer requested change and/or cancellation to a painted order, where the paint for that specific order is already in the Steelscape facility or the paint for that specific order cannot be cancelled, will have ninety (90) days from the requested customer change/cancellation date to issue a new painted order to use the remaining paint.

Steelscape will send a written notice to the customer reminding the customer of the unused paint in our facility forty-five (45) days, sixty (60) days and seventy-five (75) days after the customer originally requested the change and/or cancellation of the painted order. At day ninety (90), Steelscape will send a debit memo or invoice to the customer for the cost of the remaining paint.

In the event the customer does issue a revised painted order but still does not consume the remaining paint, the customer will be notified immediately after the paint run and at the above stated intervals that paint still remains in inventory. If the customer does not issue a final painted order within ninety (90) days of the cancellation/order change, then Steelscape may send a debit memo or invoice to the customer for the cost of the remaining paint.

Any further questions regarding Steelscape's order change policy can be directed to the Customer Service Department.

### Variance Policy

Over/under run tolerance will be as follows...

VARIATION FROM ORDERED QUANTITY	
Order Size < 10 Tons	+/- 30%
Order Size < 50 Tons	+/- 20%
Order Size < 250 Tons	+/- 10%
Order Size > 250 Tons	+/- 3%

The customer, where applicable, must provide at the time of order placement the absolute minimum lineal footage and/or weight requirement(s) for that order. If an absolute minimum quantity is stated on the order, Steelscape will deviate from the standard policy whenever possible to meet the requested absolute minimum quantity (lineal footage).

### Slit Drops

All orders requesting slitting that requires a drop of more than the 3/8" slit allowance will need approval from the customer in writing verifying the total excess drop taken and acknowledging responsibility for additional costs. Drops exceeding 1/2" slit will not receive reimbursement under the scrap reconciliation policy.

## STEELSCAPE TERMS & CONDITIONS OF SALE

**1. Acceptance.** No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, whether contained in Purchaser's purchase order or shipping release forms or elsewhere, shall be binding on STEELSCAPE, LLC ("Seller") unless signed by its authorized representative. No proposals, negotiations and representations, if any, made prior and with reference hereto shall have any effect unless expressed herein. Notwithstanding the above, this order shall be subject to acceptance by Seller. Acknowledgement of an order by Seller does not constitute acceptance of the order unless expressly so stated. Upon acceptance, Seller shall have the right to begin performance. Purchaser shall not have the right to cancel this order after it has been accepted without paying a Cancellation Charge. The amount of the Cancellation Charge shall be based upon costs incurred with respect to the canceled order, as determined by Seller.

**2. Price.** (a) The prices in this order are based upon circumstances existing on the date Seller accepted the order. All charges for (and all subsequent increases in or impositions of) insurance, freight or transportation rates, demurrages, storage costs, port charges (wharfages, re-handling, and other charges), customs or import duties, dumping duties and countervailing duties, surcharges, border taxes, governmental tariffs, and any other charges, taxes, duties, assessments, imposts or other levies of any nature whatsoever, imposed by any private, public, governmental or quasi-governmental agency whether national, state or local, foreign or domestic, whether caused by change in duty classifications, valuations or for any other reason whatsoever, shall be added to and become a part of the order price and paid by Purchaser hereunder. (b) Freight and insurance charges from Seller's facility or Seller's supply point and Seller's freight handling charges shall be borne by the Purchaser unless otherwise agreed. The freight and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the goods delivered hereunder. (c) Purchaser shall pay all applicable sales, purchase, use, consumption and excise taxes. If Purchaser's purchases of the goods are exempt from sales or use tax, Purchaser must furnish the appropriate resale certificates or sales tax exemption numbers. Except as otherwise specifically provided in this order, all import permits and licenses and the payment of all United States import duties and customs fees shall be the sole responsibility of Purchaser. (d) Where metal is supplied by Purchaser, the weight billed is the weight of coated metal shipped. (e) The pre-painted acknowledgement price covers a specific quantity. If less metal is supplied by Purchaser for painting in one production run than quoted, Seller will adjust the order price to the appropriate quantity bracket without notifying Purchaser. (f) Orders are subject to re-pricing upon written notice by Seller to Purchaser.

**3. Payment.** (a) Payment shall be made in compliance with Seller's payment terms and such payment shall not be subject to retainage of any description. Seller may suspend production, shipments, and delivery and retake possession of any materials furnished until all such payments as are due are paid in full. All payments not made when due shall bear interest at the rate of 18% per annum from the due date (or the maximum interest rate allowed by the state in which the sale is made whichever is less). If suit is brought by Seller to enforce this agreement, Purchaser shall pay a reasonable attorney's fee to Seller as fixed by the Court, plus other reasonable costs of collection. Failure to pay invoices when due shall make all other outstanding invoices immediately due and payable. The receipt by Seller of part payment of the full amount then due and payable shall not be a waiver of any of Seller's rights set forth herein or provided by law. (b) If, in the sole judgment of Seller, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to Seller as required under a different order, Seller shall have the right to suspend manufacture, shipment, or delivery of materials and seek reasonable assurances of Purchaser's ability to make payments. Seller shall resume suspended performance at the time that in its sole judgment adequate assurances have been provided. (c) All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or additional security for payment; and if Purchaser fails to comply with such requirements, Seller may terminate this order.

**4. Shipment and Claims.** (a) Unless otherwise specified in writing, Seller's delivery obligation shall be at Seller's facility. The goods shall be made available to Purchaser for receipt at Seller's facility during normal business hours after notification is given to Purchaser by Seller that the goods are ready for pick up. Where warehouse storage is provided by Seller for Purchaser's goods, Seller is not liable for any metal deterioration. (b) All shipping dates are estimates and are based upon prompt receipt by Seller of all information necessary for completion of the order and are subject to delays should Seller suspend

production, shipments and delivery pursuant to Sections 3(a) or (b) above, or otherwise. (c) Seller shall not be liable, and Purchaser agrees to forego making claims against Seller, for delays in manufacture, shipping, or delivery caused in whole or in part by: delays in receipt of or unavailability of materials, fuel, power or transportation; breakdown of equipment; strikes, lockouts or other differences with employees; local labor shortages; accidents, war, riots, fire, floods, storms, epidemic, acts of God or other casualties; acts of the Purchaser; government action, embargo, allocation, regulation or requirement; any act or neglect of the carrier or any other person not employed by Seller, including without limitation subcontractors, manufacturers, or suppliers of Seller; or other causes beyond Seller's reasonable control whether of a similar or dissimilar nature than those enumerated. (d) If Purchaser does not schedule pick up or unloading at the delivery site within a reasonable time, Seller may assess the costs of delay and shall not be responsible for any additional costs incurred as a result of such a delay. In addition, if, for any reason, this order is placed on ship hold, (i) Seller shall not be responsible for defects in the primer or finish coat of paint that may be caused by weather conditions, (ii) the order will be subject to storage charges as billed by Seller, and (iii) Purchaser shall be responsible to make payment for such materials. (e) Purchaser shall accept or reject the goods by written notice to Seller given promptly upon delivery of the goods. All claims of any kind or nature must be made within 48 hours of receipt by Purchaser of the goods. Purchaser is familiar with the nature of the goods furnished by Seller and agrees that the time period set forth herein for notice of nonconformity is reasonable. All claims must be supported by coil identification and must be in its original size unless otherwise agreed to by Seller. Seller reserves the right to inspect such material upon notification from Purchaser. Inspection and testing by Seller is final and conclusive and shall be binding upon Purchaser. No returns will be accepted or allowances made unless authorized in writing by Seller. Seller shall have satisfactorily performed its obligations hereunder if it supplies an amount with ten percent (10%) more or less than the amount ordered unless otherwise specified. (f) Seller shall not be responsible for spoilage caused by defective metal supplied by Purchaser whether such spoilage occurs at Seller's plant or at Purchaser's plant. Similarly, Seller will not be responsible for deviations in the physical dimensions of Purchaser's material. Although it is the policy of Seller to advise Purchaser should Seller determine that any of Purchaser's material is not suitable for coating, if Seller for any reason runs a portion of Purchaser's material before a defect is detected, Purchaser agrees to pay to Seller for Seller's time and the coatings used. (g) Purchaser acknowledges that the production of pre-painted metal on high-speed coil coating lines and other production equipment has hazards which are caused by imperfections in metal as well as technical problems associated with continuous high-speed coil coating. Purchaser agrees to absorb, without claim, up to three percent (3%) of the coating material shipped per order. (h) Purchaser acknowledges that the inside and outside laps of coils may have a defective finish due to necessary handling and that there may be test marks necessary to maintain quality in each coil. Purchaser agrees that neither of these conditions are cause for rejection.

**5. Risk of Loss, Title, and Security Interest.** Risk of loss and title for the goods shall pass to Purchaser, subject to any applicable lien rights of Seller at the time of shipment to Purchaser of the goods. Purchaser must obtain adequate insurance to cover the goods from the time of risk of loss has passed from Seller. To the extent this order is for Seller to provide metal painting service only, Purchaser hereby grants to Seller a security interest in the goods as described more particularly elsewhere in this order, in all accounts, chattel paper, general intangibles, documents, instruments and causes of action related thereto, and in all proceeds of all of the foregoing in order to secure Purchaser's timely payment of the purchase price hereunder. Cumulative with all other remedies available to Seller in law, at equity, or otherwise, Seller (a) may require Purchaser to assemble the collateral and make it available to Seller at a place designated by it which is reasonably convenient to both parties; (b) shall be entitled to recover all reasonable legal fees and costs incurred by it; and (c) shall have the right to notify customers, account debtors or other obligors of Purchaser that Seller has been granted a security interest in Purchaser's accounts, and to collect such accounts directly. Any notification under this paragraph to Purchaser's customers, account debtors or other obligors by Seller shall constitute and be deemed for all purposes and instruction by Purchaser to said customers, account debtors or other obligors to make payment directly to Seller. In any case where such instruction by Purchaser may be required, Purchaser hereby irrevocably makes, constitutes and appoints Seller and its officers and employees as its true and lawful attorneys in fact, with power to endorse Purchaser's name upon checks, notes, account drafts and other instruments and evidences of payment that may come into Seller's possession in connection herewith. Amounts collected by Seller directly from Purchaser's customers, account debtors or



## Steelscape Terms & Conditions of Sale Continued

other obligors after notification hereunder shall be applied against the secured obligations. Purchaser shall remain liable for any deficiency remaining unpaid after such application.

6. **Warranty.** Seller warrants that Seller's goods will comply with the coating manufacturers specifications set out in this order. If this order is for metal painting, Seller warrants that the painted metal will meet the specifications set out in this order and that the coating system and method of application of the coating system will be adequate within established tolerances. Purchaser shall assume all risk and liability resulting from the use of the goods, including the use of the goods in manufacturing, construction, or processing, and the use of the goods in combination with other materials or substances. If goods sold hereunder are not as warranted, Seller shall, at its option, refund the purchase price for the nonconforming component, or repair or replace such goods provided Purchaser has given timely written notice of the nonconformity and has given Seller an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Purchaser shall have entered full details thereof on its receipt to the carrier and given Seller timely written notice of said nonconformity as detailed above. This warranty shall not apply to goods that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair by Purchaser or the customer of the Purchaser. The goods sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications which are published by Seller and will be made available to Purchaser upon request. All painted materials shall be sold subject to tolerances recognized by industry standards. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, WHETHER ORAL OR IN WRITING OR WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** IN THE EVENT OF SELLER'S LIABILITY ARISING FROM CLAIMS RELATING TO THE DESIGN, SALE, HANDLING OR USE OF GOODS PURCHASED HEREUNDER AND WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SUCH LIABILITY WILL BE LIMITED TO \$25,000.00 OR THE PURCHASE PRICE OF THE SPECIFIC NONCONFORMING COMPONENT(S), WHICHEVER AMOUNT IS GREATER. NOTWITHSTANDING ANY STATEMENTS CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR DELAY, LOSS OF EFFICIENCY, IMPACT, LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY PURCHASER WITH RESPECT TO ANY GOODS OR SERVICES FURNISHED OR TO BE FURNISHED HEREUNDER BY SELLER. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A REMEDY IS SOUGHT, SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS IN QUESTION. IN THE EVENT PURCHASER DESIRES SELLER TO ASSUME GREATER LIABILITY FOR THE PURCHASED GOODS, A CHOICE IS HEREBY GIVEN OF OBTAINING FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL NEGOTIATED AMOUNT PROPORTIONED TO THE RESPONSIBILITY, AND AN ADDITIONAL WRITTEN RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF SELLER AND THE ADDITIONAL CHARGE. THIS CHARGE IS NOT TO BE CONSIDERED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED.

8. **Indemnification.** Purchaser agrees to indemnify, defend, and hold harmless, Seller, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part the goods sold hereunder, any use or possession of the goods sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle material), gross negligence, or violation of statute or government regulation, by the Purchaser.

9. **Limitation Period.** No claim, cause of action, or suit relating to this order shall be brought by Purchaser against Seller after the expiration of one year from the date of delivery of materials. This provision shall not be construed reciprocally against Seller in any action or suit brought by Seller against Purchaser.

10. **Severance, Assignment, No Agency Relationship and No Third Party Beneficiaries.** In the event that any provision of these terms and conditions shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under this order without the prior written consent of Seller. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and Seller. It is further understood that neither Seller nor Purchaser intend for this order to benefit any third party or class of persons and there are no intended third party beneficiaries to this order.

11. **Non-Waiver.** If at any time during its performance of its obligations under this purchase order Seller fails to assert any rights or remedies available under the terms of this order, or waiver of the rights or remedies available to a party by a course of dealing or otherwise, Seller's failure shall not be deemed to be a waiver of Seller's ability to assert those rights or remedies at any other time during its performance under this order and shall not be deemed to be a waiver of any other right or remedy under this order. Seller's remedies shall all be cumulative and in addition to any other or further remedies available in law, at equity or otherwise.

12. **Applicable Law.** The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the State of Washington without regard to its choice of law principles.

13. **Intellectual Property.** Seller agrees that Purchaser has a limited license to use Seller's trademarks for any goods purchased from Seller in marketing and labeling associated with those same goods. Purchaser agrees that all of its uses of Seller trademarks shall be in strict compliance with any and all instructions Seller provides Purchaser regarding use of the trademarks, including any instruction to cease use of the trademark(s).

I have read and understood and, as an authorized representative of Purchaser, agree to the above Terms & Conditions of Sale for all transactions with Steelscape LLC.

Purchasing Company: \_\_\_\_\_

Authorized Company Representative (print name): \_\_\_\_\_  
 Title: \_\_\_\_\_

Authorized Company Representative (signature): \_\_\_\_\_  
 Date: \_\_\_\_\_

## PRICING

All pricing is per current (most recent) quote and is price in effect at the time of acknowledgement. All applicable price changes will be communicated to the customer by the Account Manager and/ or Customer Service Representative after receipt of order.

Any pricing disputes or discrepancies must be reported to the Steelscape Account Manager or Customer Service Representative for resolution upon receipt of Order Acknowledgement. Shipments are F.O.B. the Steelscape facility. Steelscape is not liable for any transportation costs unless mutually agreed to in writing prior to the material shipment.

Actual weight pricing will be applied on the finished material weight.

Price quotations are subject to change and will be communicated to the customer by their Steelscape Account Manager.

\* Pricing may be based on shipment date if agreed upon and noted on final quote.

## CREDIT & PAYMENT TERMS

Steelscape is happy to accept payments on a net 30 day basis. However, Steelscape also offers a 0.5% discount for prompt payment of invoices. The discount is applicable to materials value only and does not include freight. Your invoice will clearly indicate the correct amount to discount on each page and as a total for the entire invoice. This offer is consistent with industry payment terms.

Customer invoices may be discounted 0.5% if paid within 10 days of the invoice date. Steelscape will permit discount if payment is postmarked on or before the 10th day, as appropriate. In the event that the discount dates fall on a weekend or national holiday, the next working day will be allowed. Full payment of invoices is expected within 30 days of the invoice date.

Steelscape is prepared to receive payments by ACH or wire transfer. The Steelscape Credit/AR Department can provide details and bank routing information.

Steelscape charges for late payments on invoices not paid within terms. The late payment charge is described on the credit application and on the Steelscape Terms and Conditions of Sale. Allowing a grace period of 30 days, Steelscape will assess a 1.5% charge each month to all unpaid invoices 60 days from invoice date and beyond.

The customer will not delay payment or withhold (short pay) for claims or related problems until the issue is resolved to the satisfaction of both parties.

All shipments are subject to prior approval by the Steelscape Credit Department.





<b>Credit Application and Agreement (Please include most recent financial statements)</b>		
LEGAL NAME OF BUSINESS		DATE
STREET ADDRESS		
CITY	STATE	ZIP
TELEPHONE	DATE BUSINESS COMMENCED	DIVISION OF...

Anticipated monthly credit requirements \$

<b>Business Type: (Tax exemption certificate required in applicable states)</b>		
I hold a State Resale Certificate- <input type="checkbox"/> Yes <input type="checkbox"/> No	S&U Exemption No.	Fed Tax ID
<input type="checkbox"/> PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION
<input type="checkbox"/> LLC	DIVISION OF... (REFER BELOW)	

<b>Organizational Structure &amp; Key Contacts</b>		
OWNER/PRESIDENT NAME/MEMBER	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP
CO-OWNER/VICE PRESIDENT NAME	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP
PRIMARY CONTACT NAME & TITLE	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP

<b>Other Officers, Members and Key Contacts</b>		
NAME & TITLE	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP
NAME & TITLE	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP
NAME & TITLE	PHONE#	AUTHORIZED TO SIGN PO'S <input type="checkbox"/> Yes <input type="checkbox"/> No
EMAIL	CELL PHONE	% OWNERSHIP

<b>LLC Dissolution: (Events which will cause dissolution of LLC)</b>			
<input type="checkbox"/> Withdrawal of Member	<input type="checkbox"/> Death of Member	<input type="checkbox"/> Resignation of Member	Other (explain):
<input type="checkbox"/> Expulsion of Member	<input type="checkbox"/> Member bankruptcy	<input type="checkbox"/> Addition of New Member	

<b>References (Principle Suppliers-Steel &amp; Bank)</b>			
FIRM NAME (1)		TELEPHONE	FAX
STREET ADDRESS	CITY	STATE	ZIP
FIRM NAME (2)		TELEPHONE	FAX
STREET ADDRESS	CITY	STATE	ZIP



FIRM NAME (3)		TELEPHONE	FAX
STREET ADDRESS	CITY	STATE	ZIP
FIRM NAME (4)		TELEPHONE	FAX
STREET ADDRESS	CITY	STATE	ZIP
BANK NAME		TELEPHONE	FAX
STREET ADDRESS	CITY	STATE	ZIP
OFFICER	ACCOUNT#	TELEPHONE	FAX

Applicant hereby agrees to pay late payment charges of 1.5% per month or as allowed by law on all overdue accounts. All charges are payable according to the terms of our invoices unless otherwise pre-arranged with the credit department. Should it become necessary for Steelscape LLC to file suit to enforce payment of any charges, applicant agrees hereby that such suit may be brought in the State of Washington. Seller shall be entitled to court costs, attorney's fees and interest at the rate of 18% per annum (or maximum interest rate allowed by the state in which the sale is made).

All information furnished on this application is true to the best of my knowledge. I have read, understand and agree to the Terms and Conditions of Sale attached to this application and understand that those Terms and Conditions of Sale will govern all transactions between applicant and Steelscape LLC. I further understand and agree that Steelscape LLC may amend or modify the Terms and Conditions of Sale by submitting the amended or modified Terms and Conditions of Sale to applicant. Applicant's subsequent submittal to Steelscape LLC of a purchase order or applicant's acceptance of goods will operate as applicant's acceptance of Steelscape LLC's amended or modified Terms and Conditions of Sale.

Line 1. Dated \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
 (Signature of Applicant) (Title)

For valuable consideration given or to be given, the undersigned hereby guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This guarantee shall inure to the benefit of and bind the heirs, administrators, executors, successors and assigns of the parties hereto.

Line 2. Dated \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
 The applicant hereby authorizes their bank to release information regarding their account to Steelscape LLC. This information will be held in the strictest of confidence and be used solely to establish and maintain an open line of credit with Steelscape LLC.

BANK NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

DATED \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580.**

**If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Connie Woodward-Haas, 222 W. Kalama River Rd., Kalama, WA within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.**

The undersigned is either a sole proprietor, a partner in a partnership, or an individual who may be executing a personal guarantee in connection with the extension of credit to Applicant, or one of the principal stockholders of a corporation. I give permission to Steelscape to obtain and utilize an individual credit report on me personally to determine my creditworthiness.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
 \_\_\_\_\_ Social Security No.: \_\_\_\_\_

## STEELSCAPE TERMS & CONDITIONS OF SALE

1. **Acceptance.** No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, whether contained in Purchaser's purchase order or shipping release forms or elsewhere, shall be binding on STEELSCAPE, LLC ("Seller") unless signed by its authorized representative. No proposals, negotiations and representations, if any, made prior and with reference hereto shall have any effect unless expressed herein. Notwithstanding the above, this order shall be subject to acceptance by Seller. Acknowledgement of an order by Seller does not constitute acceptance of the order unless expressly so stated. Upon acceptance, Seller shall have the right to begin performance. Purchaser shall not have the right to cancel this order after it has been accepted without paying a Cancellation Charge. The amount of the Cancellation Charge shall be based upon costs incurred with respect to the canceled order, as determined by Seller.
2. **Price.** (a) The prices in this order are based upon circumstances existing on the date Seller accepted the order. All charges for (and all subsequent increases in or impositions of) insurance, freight or transportation rates, demurrages, storage costs, port charges (wharfages, re-handling, and other charges), customs or import duties, dumping duties and countervailing duties, surcharges, border taxes, governmental tariffs, and any other charges, taxes, duties, assessments, imposts or other levies of any nature whatsoever, imposed by any private, public, governmental or quasi-governmental agency whether national, state or local, foreign or domestic, whether caused by change in duty classifications, valuations or for any other reason whatsoever, shall be added to and become a part of the order price and paid by Purchaser hereunder. (b) Freight and insurance charges from Seller's facility or Seller's supply point and Seller's freight handling charges shall be borne by the Purchaser unless otherwise agreed. The freight and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the goods delivered hereunder. (c) Purchaser shall pay all applicable sales, purchase, use, consumption and excise taxes. If Purchaser's purchases of the goods are exempt from sales or use tax, Purchaser must furnish the appropriate resale certificates or sales tax exemption numbers. Except as otherwise specifically provided in this order, all import permits and licenses and the payment of all United States import duties and customs fees shall be the sole responsibility of Purchaser. (d) Where metal is supplied by Purchaser, the weight billed is the weight of coated metal shipped. (e) The pre-painted acknowledgement price covers a specific quantity. If less metal is supplied by Purchaser for painting in one production run than quoted, Seller will adjust the order price to the appropriate quantity bracket without notifying Purchaser. (f) Orders are subject to re-pricing upon written notice by Seller to Purchaser.
3. **Payment.** (a) Payment shall be made in compliance with Seller's payment terms and such payment shall not be subject to retainage of any description. Seller may suspend production, shipments, and delivery and retake possession of any materials furnished until all such payments as are due are paid in full. All payments not made when due shall bear interest at the rate of 18% per annum from the due date (or the maximum interest rate allowed by the state in which the sale is made whichever is less). If suit is brought by Seller to enforce this agreement, Purchaser shall pay a reasonable attorney's fee to Seller as fixed by the Court, plus other reasonable costs of collection. Failure to pay invoices when due shall make all other outstanding invoices immediately due and payable. The receipt by Seller of part payment of the full amount then due and payable shall not be a waiver of any of Seller's rights set forth herein or provided by law. (b) If, in the sole judgment of Seller, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to Seller as required under a different order, Seller shall have the right to suspend manufacture, shipment, or delivery of materials and seek reasonable assurances of Purchaser's ability to make payments. Seller shall resume suspended performance at the time that in its sole judgment adequate assurances have been provided. (c) All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or additional security for payment; and if Purchaser fails to comply with such requirements, Seller may terminate this order.
4. **Shipment and Claims.** (a) Unless otherwise specified in writing, Seller's delivery obligation shall be at Seller's facility. The goods shall be made available to Purchaser for receipt at Seller's facility during normal business hours after notification is given to Purchaser by Seller that the goods are ready for pick up. Where warehouse storage is provided by Seller for Purchaser's goods, Seller is not liable for any metal deterioration. (b) All shipping dates are estimates and are based upon prompt receipt by Seller of all information necessary for completion of the order and are subject to delays should Seller suspend production, shipments and delivery pursuant to Sections 3(a) or (b) above, or otherwise. (c) Seller shall not be liable, and Purchaser agrees to forego making claims against Seller, for delays in manufacture, shipping, or delivery caused in whole or in part by: delays in receipt of or unavailability of materials, fuel, power or transportation; breakdown of equipment; strikes, lockouts or other differences with employees; local labor shortages; accidents, war, riots, fire, floods, storms, epidemic, acts of God or other casualties; acts of the Purchaser; government action, embargo, allocation, regulation or requirement; any act or neglect of the carrier or any other person not employed by Seller, including without limitation subcontractors, manufacturers, or suppliers of Seller; or other causes beyond Seller's reasonable control whether of a similar or dissimilar nature than those enumerated. (d) If Purchaser does not schedule pick up or unloading at the delivery site within a reasonable time, Seller may assess the costs of delay and shall not be responsible for any additional costs incurred as a result of such a delay. In addition, if, for any reason, this order is placed on ship hold, (i) Seller shall not be responsible for defects in the primer or finish coat of paint that may be caused by weather conditions, (ii) the order will be subject to storage charges as billed by Seller, and (iii) Purchaser shall be responsible to make payment for such materials. (e) Purchaser shall accept or reject the goods by written notice to Seller given promptly upon delivery of the goods. All claims of any kind or nature must be made within 48 hours of receipt by Purchaser of the goods. Purchaser is familiar with the nature of the goods furnished by Seller and agrees that the time period set forth herein for notice of nonconformity is reasonable. All claims must be supported by coil identification and must be in its original size unless otherwise agreed to by Seller. Seller reserves the right to inspect such material upon notification from Purchaser. Inspection and testing by Seller is final and conclusive and shall be binding upon Purchaser. No returns will be accepted or allowances made unless authorized in writing by Seller. Seller shall have satisfactorily performed its obligations hereunder if it supplies an amount with ten percent (10%) more or less than the amount ordered unless otherwise specified. (f) Seller shall not be responsible for spoilage caused by defective metal supplied by Purchaser whether such spoilage occurs at Seller's plant or at Purchaser's plant. Similarly, Seller will not be responsible for deviations in the physical dimensions of Purchaser's material. Although it is the policy of Seller to advise Purchaser should Seller determine that any of Purchaser's material is not suitable for coating, if Seller for any reason runs a portion of Purchaser's material before a defect is detected, Purchaser agrees to pay to Seller for Seller's time and the coatings used. (g) Purchaser acknowledges that the production of pre-painted metal on high-speed coil coating lines and other production equipment has hazards which are caused by imperfections in metal as well as technical problems associated with continuous high-speed coil coating. Purchaser agrees to absorb, without claim, up to three percent (3%) of the coating material shipped per order. (h) Purchaser acknowledges that the inside and outside laps of coils may have a defective finish due to necessary handling and that there may be test marks necessary to maintain quality in each coil. Purchaser agrees that neither of these conditions are cause for rejection.
5. **Risk of Loss, Title, and Security Interest.** Risk of loss and title for the goods shall pass to Purchaser, subject to any applicable lien rights of Seller at the time of shipment to Purchaser of the goods. Purchaser must obtain adequate insurance to cover the goods from the time of risk of loss has passed from Seller. To the extent this order is for Seller to provide metal painting service only, Purchaser hereby grants to Seller a security interest in the goods as described more particularly elsewhere in this order, in all accounts, chattel paper, general intangibles, documents, instruments and causes of action related thereto, and in all proceeds of all of the foregoing in order to secure Purchaser's timely payment of the purchase price hereunder. Cumulative with all other remedies available to Seller in law, at equity, or otherwise, Seller (a) may require Purchaser to assemble the collateral and make it available to Seller at a place designated by it which is reasonably convenient to both parties; (b) shall be entitled to recover all reasonable legal fees and costs incurred by it; and (c) shall have the right to notify customers, account debtors or other obligors of Purchaser that Seller has been granted a security interest in Purchaser's accounts, and to collect such accounts directly. Any notification under this paragraph to Purchaser's customers, account debtors or other obligors by Seller shall constitute and be deemed for all purposes and instruction by Purchaser to said customers, account debtors or other obligors to make payment directly to Seller. In any case where such instruction by Purchaser may be required, Purchaser hereby irrevocably makes, constitutes and appoints Seller and its officers and employees as its true and lawful attorneys in fact, with power to endorse Purchaser's name

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 March 29, 2017

222 West Kalama River Road, Kalama WA 98625 USA Telephone (360) 673-8200 Facsimile (360) 673-8482



upon checks, notes, account drafts and other instruments and evidences of payment that may come into Seller's possession in connection herewith. Amounts collected by Seller directly from Purchaser's customers, account debtors or other obligors after notification hereunder shall be applied against the secured obligations. Purchaser shall remain liable for any deficiency remaining unpaid after such application.

6. **Warranty.** Seller warrants that Seller's goods will comply with the coating manufacturers specifications set out in this order. If this order is for metal painting, Seller warrants that the painted metal will meet the specifications set out in this order and that the coating system and method of application of the coating system will be adequate within established tolerances. Purchaser shall assume all risk and liability resulting from the use of the goods, including the use of the goods in manufacturing, construction, or processing, and the use of the goods in combination with other materials or substances. If goods sold hereunder are not as warranted, Seller shall, at its option, refund the purchase price for the nonconforming component, or repair or replace such goods provided Purchaser has given timely written notice of the nonconformity and has given Seller an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Purchaser shall have entered full details thereof on its receipt to the carrier and given Seller timely written notice of said nonconformity as detailed above. This warranty shall not apply to goods that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair by Purchaser or the customer of the Purchaser. The goods sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications which are published by Seller and will be made available to Purchaser upon request. All painted materials shall be sold subject to tolerances recognized by industry standards. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, WHETHER ORAL OR IN WRITING OR WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** IN THE EVENT OF SELLER'S LIABILITY ARISING FROM CLAIMS RELATING TO THE DESIGN, SALE, HANDLING OR USE OF GOODS PURCHASED HEREUNDER AND WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SUCH LIABILITY WILL BE LIMITED TO \$25,000.00 OR THE PURCHASE PRICE OF THE SPECIFIC NONCONFORMING COMPONENT(S), WHICHEVER AMOUNT IS GREATER. NOTWITHSTANDING ANY STATEMENTS CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR DELAY, LOSS OF EFFICIENCY, IMPACT, LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY PURCHASER WITH RESPECT TO ANY GOODS OR SERVICES FURNISHED OR TO BE FURNISHED HEREUNDER BY SELLER. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A REMEDY IS SOUGHT, SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS IN QUESTION. IN THE EVENT PURCHASER DESIRES SELLER TO ASSUME GREATER LIABILITY FOR THE PURCHASED GOODS, A CHOICE IS HEREBY GIVEN OF OBTAINING FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL NEGOTIATED AMOUNT PROPORTIONED TO THE RESPONSIBILITY, AND AN ADDITIONAL WRITTEN RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF SELLER AND THE ADDITIONAL CHARGE. THIS CHARGE IS NOT TO BE CONSIDERED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED.

8. **Indemnification.** Purchaser agrees to indemnify, defend, and hold harmless, Seller, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part the goods sold hereunder, any use or possession of the goods sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle material), gross negligence, or violation of statute or government regulation, by the Purchaser.

9. **Limitation Period.** No claim, cause of action, or suit relating to this order shall be brought by Purchaser against Seller after the expiration of one year from the date of delivery of materials. This provision shall not be construed reciprocally against Seller in any action or suit brought by Seller against Purchaser.

10. **Severance, Assignment, No Agency Relationship and No Third Party Beneficiaries.** In the event that any provision of these terms and conditions shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under this order without the prior written consent of Seller. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and Seller. It is further understood that neither Seller nor Purchaser intend for this order to benefit any third party or class of persons and there are no intended third party beneficiaries to this order.

11. **Non-Waiver.** If at any time during its performance of its obligations under this purchase order Seller fails to assert any rights or remedies available under the terms of this order, or waiver of the rights or remedies available to a party by a course of dealing or otherwise, Seller's failure shall not be deemed to be a waiver of Seller's ability to assert those rights or remedies at any other time during its performance under this order and shall not be deemed to be a waiver of any other right or remedy under this order. Seller's remedies shall all be cumulative and in addition to any other or further remedies available in law, at equity or otherwise.

12. **Applicable Law.** The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the State of Washington without regard to its choice of law principles.

13. **Intellectual Property.** Seller agrees that Purchaser has a limited license to use Seller's trademarks for any goods purchased from Seller in marketing and labeling associated with those same goods. Purchaser agrees that all of its uses of Seller trademarks shall be in strict compliance with any and all instructions Seller provides Purchaser regarding use of the trademarks, including any instruction to cease use of the trademark(s).

I have read and understood and, as an authorized representative of Purchaser, agree to the above Terms & Conditions of Sale for all transactions with Steelscape LLC.

Purchasing Company: \_\_\_\_\_

Authorized Company Representative (print name): \_\_\_\_\_ Title \_\_\_\_\_

Authorized Company Representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

## STEELSCAPE TOLL PROCESSES

The following pages outline the toll processes that Steelscape has to offer. Steelscape is happy to evaluate requests not on the current capability matrix. Questions regarding our toll capabilities should be directed to a Steelscape Sales Representative.

### PAINT LINES

	Kalama	Rancho
Max Entry Coil Wt	58,000 #	ZINCALUME® 44,000 #, TruZinc® 37,000 #, External supplied 20,000 #
Max Output Coil Wt*	33,000 #	20,000 #
Minimum Lineal Footage**	1,600 ft.	1,600 ft.
Thickness***	0.0115" - 0.039"	Steel: 0.0115" - 0.046" Al: 0.021" - 0.063"
Width***	26" - 51" (22" trial only)	24" - 58"
Pretreatment	Chemetall 1500	Chemetall 1500
Substrates	TruZinc (galvanized), ZINCALUME (Galvalume®), Cold-Rolled	TruZinc (galvanized), ZINCALUME (Galvalume), Cold-Rolled, Aluminum, Stainless, TMBP, EG
Finish Coatings	Acrylic, Polyester, SMP Fluorocarbon, Plastisol	Acrylic, Polyester, SMP Fluorocarbon, Plastisol
Primer Coatings	Urethane, Epoxy, Polyester	Urethane, Epoxy, Polyester
Other Coatings	Resin/Passivant (standard or RoHS) by rare exception	Resin/Passivant (standard or RoHS) by rare exception
Entry OD/ID	81.5" max/20"	79"/20" or 24" +/- 0.50"
Delivery OD/ID	72" max/20"	64" max/20"
Cores	Available	Available
Reverse Wrap	Available	Available****
Branding Ink	UV	Black or UV
Branding Characters	275 Standard Text (Steelscape, KA_CPL, Date/ Time)	250 Standard Text (Steelscape, RA_CPL, Date/ Time)
Branding Size	½"	½" max
Branding Location	Bottom - 4" in from edge	Bottom - front, center, back

\* If vertical, skidded max weight is 12,500# in Rancho, and 15,000# in Kalama.

\*\* Refer to your Steelscape Sales Representative for minimum lineal footage restrictions.

\*\*\* Dimensions are substrate/thickness/width combination dependent.

\*\*\*\* Requires additional processing to reverse wrap (slitter/embosser).

### SLITTER LINES

	Kalama	Rancho
Max Entry Coil Weight	55,000 #	20,000 #
Max Delivery Weight	55,000 #	20,000 #*
Thickness (T)	0.010" - 0.050"	0.008" - 0.074"
Width	16" - 52"	12" - 52"
Max number Mults	24	20 if .025" < T < .050" 40 if T < .025"
Maximum # sizes per setup	Depends on knives & size of mults	Depends on knives & size of mults
Minimum Slit Width (W)	1.25"	1.25"
Entry OD/ID	79" max**/20"	64" max/20"
Delivery OD/ID	79" max**/20"	64" max/20"
Cores**	W > 6", T < 0.030"	Inquire for minimal widths (W)
Min. Slit Drop	0.375"	0.375"

### EMBOSSER

	Rancho
Pattern	Directional Stucco
Max Entry Coil Wt	40,000 #
Max Output Coil Wt	12,500 #
Thickness	0.0100" - 0.0239** 0.0240" - 0.0329***
Width	24" - 48"
Depth	.007" up to .012" thick
Substrates	TruZinc (HDG), ZINCALUME (Galvalume), CRS, ALUM****
Entry OD/ID	20"
Delivery OD/OD	OD 64"/ID 20"
Cores	Available
Reverse Wrap	Available
Packaging	Vertical Only****

\* For 24" - 48." widths only.

\*\* For 24" - 40.99" widths only.

\*\*\* Grade/hardness restrictions may apply to some substrates. Cannot process Grade 80 steel.

\*\*\*\* Embossed material will collapse if packaged longitudinally.

### CUT-TO-LENGTH LINE

	Kalama
Max Entry Coil Weight	60,000 #
Max Shear Strength	50 KSI
Max Yield Strength	65 KSI (90 KSI up to .030" thick)
Thickness (T)	0.010" - 0.050**
Width	12" - 60"
Max Pallet Weight	15,000 #
Min. Cut Length	96"
Max. Cut Length	120" (up to 150" - trial only)
Entry OD/ID	84"/20" +/- 0.5"
Max Stack Height	24" with skid
Strippable Film**	48" (-0.25"/+0.375")

\* Maximum thickness is limited for fluorocarbon paint systems due to concern with scratching top surface upon stacking. Inquire with your Steelscape representative for painted product greater than 0.0236" ordered thickness.

\*\* Standard width is 48", it can be made available in any width up to 60".

\* If vertical, skidded maximum weight is 12,500#.

\*\* OD max depends on number of mults and crown in the coil.

\*\*\* Cores are "all or nothing" for the whole arm of mults (i.e. if one mult on the arm is less than 6", then none of the mults on the arm can have cores). Please inquire for cores < 6" out of Kalama or < 10" out of Rancho due to safety issues.

## COIL RECEIPT

### Steelscape Receipt & Delivery Locations

Customers will order the material to be delivered, freight prepaid, to one of the following Steelscape locations...

Customer	Customer
c/o Steelscape	c/o Steelscape
222 West Kalama River Rd.	11200 Arrow Route
Kalama, WA 98625	Rancho Cucamonga, CA 91730
Rail – Track # 1111	Rail – BNSF Track #s 1363 & 1364

Incoming freight charges are to be prepaid by the customer. No “collect” shipments will be accepted.

### Modes of Transportation Received

Steelscape facilities can accept the following modes of transportation:

- Kalama: Truck and Rail (Boxcar and Gondola)
- Rancho: Truck and Rail (Gondola)

Inbound rail loading specifications may need to be cleared prior to metal receipt to ensure the material can be offloaded. For rail routing instructions, please contact your Steelscape Customer Service Representative.

### Receiving Hours

- Kalama, WA – Monday-Friday, 7:00am – 3:00pm
- Rancho Cucamonga, CA – Monday-Friday, 7:00am – 3:00pm

Variance from these stated shipping hours will be communicated in advance through normal communication channels.

### Scheduling of Incoming Coils

The customer must make arrangements one (1) day in advance with the Steelscape Receiving Coordinator before sending the coils. Please contact your Customer Service Representative for the appropriate Steelscape facility's Receiving Coordinator contact information.

The Receiving Coordinator will direct ship-to location (plant or warehouse). The arrangement information needed includes: Steelscape's work order number, the customer's PO number, mill supplier, mill coil number, coil weight, substrate, decimal thickness, width, grade, coating weight, supplier, coil number and lineal footage of the coil(s) to be received; and the date and time the coils will arrive.

For storage guidelines on steel substrate that is received for toll processing, please see Section 3 for details.

### Incoming Coil Documentation

Steelscape requires a manifest detailing the coil information with mill supplier, mill ID number, customer coil ID number, width, length, weight, decimal thickness, substrate, coating weight, grade and if chemically treated (if yes, provide details). The manifest is requested two (2) working days in advance of receipt of metal. This will allow for real time

inventory status upon receipt of metal. For deliveries received without a prior manifest, receipt of the metal and/or the order itself may be delayed. Stated lead times do not begin until metal is fully received into the Steelscape system.

**NOTE:** It is recommended that the decimal thickness on the coil manifest should correspond exactly to the decimal thickness reflected on the customer's purchase order.

### Coil Receipt

Upon receipt, each coil will receive a coil tag indicating material ownership along with all pertinent coil data. Each master coil will be assigned a Steelscape coil number that allows for traceability through all processes.

Steelscape will accept coils with “export packaging” such as wraps of metal, paper, cloth and/or wood. There may be a \$10 per coil charge for wrap removal and waste disposal. If applicable, this charge will be invoiced and payable upon the receipt of the coil.

### Loading Appointments

Customer must notify the Steelscape Dispatcher and acquire a loading appointment at least 24 hours in advance for customer to arrange pick-up. A Steelscape Customer Service Representative can provide the appropriate Steelscape facility's Dispatcher contact information.

Steelscape will attempt to service customer Will-Call shipments received prior to noon on the same day. Same day Will-Call shipments do require that all necessary information is provided to the Steelscape Customer Service Representative and Logistic Group. All Will-Call shipments called in after noon will be scheduled for the following day. An appointment is required for all Will-Calls.



## INCOMING COILS & STORAGE

### Incoming Coil Inspections

Upon receipt of the coils, they will be inspected for any obvious defects or damage. Coils with readily visible and substantial damage will be rejected and/or not received. Minimal damage it will be recorded on the shipper's manifest and receiving paperwork. The material lost during processing due to the damage will not receive reimbursement under the scrap reconciliation policy. Coils that pose a significant safety risk during handling will also be rejected (i.e. soft or collapsed coils). Customers will be notified by their Steelscape Customer Service Representative when this occurs.

Coils are not routinely unwrapped at the time of receipt. Depending on the type of packaging, it is possible that coil defects may not be detected at the time of receipt. These types of defects could include but are not limited to rust, staining, dents, shape issues, off-width, off-gauge, etc. If damage to a coil is discovered after receipt, the Steelscape Customer Service Representative will notify the customer.

Hidden damage undetected at the time of coil receipt will be addressed at the time of processing. Notification of damage or defects discovered during processing will be sent to the Steelscape Quality Department and the appropriate Customer Service Representative (metal may be pulled off the line and the acknowledgement date reset). Damaged coil portions will be formally rejected and handled as Mill or Transit responsibility. Cropping losses resulting from hidden damage will be scrapped and credited as Mill or Transit related losses during the scrap reconciliation process.

When hidden coil damage that occurred prior to receipt is discovered during production, the customer will be responsible for the cost of used paint and applicable materials used during the partial or complete processing of the damaged coil.

The customer must address any damaged and/or defective coils within forty-five (45) days of receiving notice. After forty-five (45) days, Steelscape will send a certified communication to the customer regarding the coils. Thirty (30) days from date of customer notification (validated by signed certified mail) will be allotted to the customer for material shipment. Unless shipping arrangements have been made within the thirty (30) days allotted, Steelscape reserves the right to make arrangements on the customer's behalf to sell the coils for the current scrap value.

Damage resulting from excessive storage time, as defined under Specifications for Incoming Coils as > 60 days, may not be reimbursed.

### Storage Guidelines

Steelscape will assume responsibility for the customers' material physically located at one of our facilities. All reasonable measures will be taken to guard against damage or loss.

Coils received and released/shipped without any additional value-added processing by Steelscape (i.e. not painted, slit and/or embossed) will be subject to a \$75.00 per coil handling fee. This handling fee will be waived for any shipments resulting from a delay in processing caused by Steelscape.

Steelscape will inventory the customers' material at no charge as long as the material status changes and/or material ships within the following guidelines...

BARE:	180 Calendar Days
FINISHED:	150 Calendar Days
HOLD/REJECT:	45 Calendar Days

The timely conversion and shipment of material insures proper inventory management and maximization of prime yields. Extensions to the above stated guidelines may be considered upon request.

Should customers' material age in excess of the guidelines provided here, Steelscape has the option to charge storage fees on the material at the following rates...

#### BARE/UNPROCESSED

Exceeding 180 Calendar Days =	\$ 7.50/ton
Exceeding 210 Calendar Days =	\$10.00/ton
Exceeding 240 Calendar Days =	\$12.50/ton

#### FINISHED GOODS

Exceeding 150 Calendar Days =	\$ 7.50/ton
Exceeding 180 Calendar Days =	\$10.00/ton

Storage invoices will be calculated on actual weight and will be charged monthly for material exceeding the guidelines above.

Damage resulting from excessive storage time may not be reimbursed.

## SPECIFICATIONS FOR INCOMING COIL

### Incoming Coil Protection

Steelscape recommends that all incoming customer-owned feed coils be protected from corrosion prior to arriving at Steelscape. Steelscape is not responsible for corrosion that occurs to coils prior to being processed through Steelscape's production, nor is Steelscape responsible for damage to coils that have been in Steelscape's inventory for longer than sixty (60) days.

### Dimension, Shape and Surface

Steelscape can only inspect to those physical requirements specified by the customer. However, the following general guidelines are appropriate for most end uses.

The decimal thickness and width of the received metal must be in tolerance with the order. Unless otherwise stated, all ordered thickness and widths are considered minimum.

All metal shall be free of center buckle and pinch marks. Any edge wave must fall within commonly recognized ASTM limits and must be generally suitable for processing on a continuous coating line. All metal edges must be substantially free of edge stain, edge strain, minute cross-breaks, cracks, saw-tooth, slivers, excessive burr, laps, slugs or folds and tears. Camber must not exceed 7/8" in a 20 foot section.

Inspection will be to standard ASTM tolerances unless otherwise stated on the painting order.

Substrate surfaces must be free of storage stain, oxidation, grease, silicones and wax. Painting of chemically-treated Galvanized material is subject to inquiry and must be identified as such on all incoming paperwork and coil tags.

Substrate surfaces must be free from excessive surface irregularities such as, but not limited to, dents, dings, pits, scale, pipe, hearth roll pickup, stringers and dross. Galvanized, Galvalume® and Aluminum shall be reasonably free of dross, steam blisters, voids, craters, bands, stripes and curtains.

Galvanized or Galvalume coating should have a suppressed spangle relief, which is free of cob webbing or curtains. All substrates must be free of oxidation.

The substrate should be free of brands and stencils. (These will normally bleed through the paint coating).

If the substrate must be oiled, it should be lightly coated with an oil that is free of paraffin, lanolin and sulfonate. (The surface must have the ability to be readily cleaned with a typical paint line cleaning solution.)

The metals supplied must have adequate adherence to take pre-paint coating and fabricate without loss of adhesion or severe crazing of the zinc coating. (Normally zinc coating that can withstand a reverse impact of 120 inch pounds without

loss of adhesion will meet this requirement.) The surface of the metal must be capable of accepting metal treatments at the appropriate coating weights without voids in the metal treatment coating when the product is processed within the temperature and concentration ranges as specified by the manufacturer.

Coils with interleaf paper must be pre-approved prior to receipt and processing.

Steelscape does not guarantee flatness as we do not have in-line leveling equipment; Therefore, coils must be free of coil set.

Coils must be wound flush. Stagger winding results in edge damage during handling and transporting. Coils must be wound tight and suitable for stacking.

Steelscape will not assume financial responsibility for rejects by the final customer which are due to steel related defects that are within standard tolerances unless tighter than standard tolerances were specified at the time of the pricing of the order.

## NON-CONFORMING SUBSTRATE

### Disposition of Defective/Rejected Substrate

Material found unsuitable for the intended end-use will be rejected with written notification to the customer. The notification will include coil numbers, quantity, metal specifications and the reason(s) for rejection.

Forty-five (45) days from the rejection date will be allotted to the customer for final disposition. Thirty (30) days from date of customer notification will be allotted to the customer for material shipment.

Defects that occur repeatedly and involve large quantities will be addressed with the customer and/or mill supplier for immediate resolution.

Customers will maintain responsibility for rejected material until it is removed from Steelscape's inventory. As such, Steelscape will place all rejected material on a Return to Vendor order under our customer's name. The customer will be advised of Return to Vendor order number. It is advised that the customer communicate the Return to Vendor order number to the supplying mill as a reference for whoever will be picking up rejected material.

The quick handling of rejected material ensures proper inventory flow for all customers.

### Processing of Mill/Transit Reject Material

Steelscape reserves the right to be reimbursed for the costs associated with the processing of metal related rejections. The customer will be invoiced for all coated material as agreed to in the original order. The customer will not be invoiced for bare portions processed as related to the reject.

### Prime Yield of Incoming Substrate

The processing of metal and the application of coatings on the metal in a continuous coil coating line involves intermittent variations and imperfections that at times may prevent the established level of quality to be achieved. Steelscape will make every reasonable attempt to remove non-conforming material. However, due to the nature of the coil coating process, it becomes impossible to remove all aspects of an intermittent flaw either in the metal or the coating. As such, it is expected that the customer will accept without claim all inside and outside coil wraps, welds and cut-outs. Further, the customer is expected to accept without claim a minimal percentage of unusable coated metal as described below.

Claims involving accumulations of non-conforming material will be honored when the yield loss of a specific coil exceeds 10% of the total coil weight. In the event that the accumulated loss exceeds 10% of the total coil weight, the customer will be reimbursed for the value of the material for all such losses associated with that specific coil. All such claims must be directed to Steelscape's Technical Sales Department for review and final disposition.

Due to the unavoidable inclusion of flaws in metal and coatings, the customer should take all opportunities to inspect the material upon receipt as well as during fabrication. Any non-conforming material should be identified and isolated in order to prevent further distribution, processing and/or installation of the defective material. Losses arising from materials visibly defective at the time of fabrication or installation will be subject to claim for the original material cost.

In the event defective material is found, the customer is requested to run off 300 lineal feet beyond the initial appearance of the defect. If the defect terminates, the defective portion of the material should be considered under the prime yield percentage allowance. If the defective material does not terminate after 300 lineal feet, the balance of the coil should be set aside for separate consideration along with the 300 lineal feet quantity already run.

## INVENTORY MANAGEMENT

All customer owned material will be tracked within Steelscape's production and online system.

Steelscape's online system, XtraScape, does allow customers to view order and coil activity. In addition, reports are available on XtraScape that provide for accountability on each coil processed. XtraScape is designed for customized reporting and the electronic, automatic distribution of reports. Reports available on XtraScape include...

- Production Reports
- Coil History Reports (Steelscape's Payoff-Rewind Report)
- Shipments Reports
- Claims Reports

Steelscape, when necessary, will also provide additional reporting, including scrap reconciliation, outside of XtraScape. For more information on XtraScape or other reporting options, please contact your Steelscape Sales Representative.

## SHIPPING

### Steelscape Shipping Hours

**Kalama, WA** – Monday-Sunday, 24 hrs/day.

**Rancho Cucamonga, CA** - Monday-Thursday, 24 hrs/day, Friday until 11pm.

Variance from these stated shipping hours will be communicated in advance through normal communication channels.

### Standard Delivery & Pick-Up Lead Times

**Local Deliveries:** Next-day for Steelscape releases received by 11:00 AM. Local deliveries are < 150 miles from Steelscape's Point of Production.

**Shipments Outside of Local Area:** Shipment within two (2) working days for releases received by noon.

**Shipments from Outside Warehouses:** Same requirements as that of a Steelscape Point of Production.

**Delivery/Load Changes:** 6-hour notification required.

Requests outside of Steelscape's Shipping Service Offer will be addressed on a case by case basis and accommodated when schedule, workload and inventory accessibility allows.

Outgoing freight charges can be prepaid or collect as established on the order.

Steelscape will target a minimum load weight, based on released coil weights, for semi loads of no less than 45K lbs. and for maxi loads of no less than 58K lbs.

Should a coil not be available for a planned load, efforts

will be made to fill the load with coils from another order or load for the same destination. This may require additional material/orders to be released for shipment.

## HANDLING INSTRUCTIONS FOR FINISHED MATERIAL

Once received, the customer is responsible for unloading all material delivered from Steelscape and inspecting the material for visible damage. The material needs to be stored in a covered/enclosed space to protect the metal from inclement weather, water damage and/or condensation.

Prior to unloading any material with visible damage, the customer must notify the carrier's representative of the damage and note the damage as such on the delivery receipt.

If the material received does not meet the specifications on the packing list, the customer must notify the Steelscape Customer Service Representative immediately. At such time, the issue can be investigated and remedied.

If the quantity of material received by the customer is less than the quantity invoiced or if material received appears damaged in transit, the customer shall give written notice to the agent of the delivering carrier for verification of the shortage or damage. The customer will send copy of the same to Steelscape in addition to the receiving records.

Should the customer fail to notify Steelscape promptly of any issues related to damage upon receipt and/or non-conformance of the material, the material will be considered to have been received in good condition and as ordered. The material will also be considered delivered in accordance with the packing list/shipping documents.

## CLAIMS POLICY

Steelscape strives to consistently provide high quality products to meet or exceed our customers' needs. Unfortunately, perfection cannot always be attained and products may not fulfill the requirements. Though we prefer getting the job done right the first time, we strive to make doing business with Steelscape as easy as possible when we don't. To that end, we created a claims policy which delineates our procedures for resolving product quality claims in a timely and satisfactory manner.

Steelscape products will meet or exceed quality criteria as described in the most recent versions of the following standards:

<b>ASTM A568/A568M</b>	Steel Sheet, Carbon, High-Strength, Low-Alloy, Hot Rolled and Cold Rolled
<b>ASTM A924/A924M</b>	Steel Sheet, Metallic Coated by the Hot Dip Process
<b>ASTM A653/A653M</b>	Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated by the Hot Dip Process
<b>ASTM A792/A792M</b>	Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot Dip Process

### Claims Policy

Steelscape reserves the right to review any defective coil, cut sheets or formed parts, for a value greater than \$2,500, to ensure fast and easy claim resolution. Details of the claim should be forwarded to the customer's Technical Service

Engineer or Customer Service Representative as soon as possible. Claims may also be submitted online via XtraScape. Steelscape will accept any claim investigation and resolution where the following conditions are met:

### Timing (For exceptions see Table 1)

- Twelve (12) months, or less, has transpired from coil dispatch date and submission of claim.

### Claim Submission

- Must be in writing and include the following information at the time of submission:
  - ◇ Customer purchase order number
  - ◇ Steelscape sales order number
  - ◇ Steelscape coil number(s)
  - ◇ Thickness
  - ◇ Width
  - ◇ Original coil weight(s)
  - ◇ Rejected coil weight(s)
  - ◇ Rejected weight(s) - weight removed with defect
  - ◇ Description of cause for the rejection
  - ◇ Where in the coil(s) the defect is occurring (edge, middle, top, bottom).
  - ◇ When during the lifecycle of the coil (at receipt, before or after processing) defect was noticed.
  - ◇ Evidence of the defect, including a representative sample of the defective material and a clear photograph of the defective coil. The sample should clearly identify the direction of the coil, as well as the coil number.
  - ◇ The name of a representative within the customer's organization who is able to negotiate final claim resolution.

*Some of this required information can be found on the Steelscape Coil Tag located on each coil. Coil identification and traceability is critical to a claim investigation if a coil tag needs to be removed for processing, reattach it to the bore of the coil or write the coil number on the side wall.*

### Confirmation

- Steelscape reserves the right to review any defective coil for a value greater than \$2,500.

### Significance

- Value of claim must exceed \$500 or 5% (based on net coil weight) of any single coil shipped.
- Claims for accumulated losses on an order will be accepted for consideration if the mass of the claim exceeds 3% of the order mass.

Steelscape reserves the right to view a claimed coil for a period of up to forty-five (45) days from initiation of claim; 90 days for material sold to customers >1,500 miles from plant of material origin. Steelscape also reserves the right to conduct detailed analytical testing on any claimed material which may take greater than 45 days.



**Table 1: Claims Reasons and Claim Limitations**

Claim Reason	Deadline
Transit Damage	30 Days*
Water Damage	30 Days*
Handling Damage	30 Days*
Breakage, Strain or Cross-break	90 Days*

\* See following details for specific limitations

**Specific Claim Reasons:**

**Underweight coils** – Steelscape’s definition of coil weights is as follows:

- **Underweight coils** shall not comprise more than 20% of an order without customer approval. If Steelscape ships underweight coils in excess of 20% of an order, a claim for underweight coils may be considered.
- **For Bare Product**, where no minimum coil weight is specified, underweight coils are those coils weighing less than 75% of the specified maximum coil weight. Coils weighing more than 75% of the specified maximum coil weight will be considered fit for purpose.
- **For Painted Product**, where no minimum coil weight is specified, underweight coils are those coils weighing less than 50% of the specified maximum coil weight. Coils weighing greater than 50% of the specified maximum coil weight will be considered fit for purpose.

**Embossed Coils**

Steelscape will not accept claims for embossed difference in appearance when material is mixed by customer.

Steelscape embossed stucco pattern creates peaks and valleys on the embossed strip. There will be difference in appearance in bare embossed panels when viewing two panels side by side, with opposite sides showing (peaks up vs. peaks down). Steelscape will not accept claims for this difference in the appearance when panels are processed or installed with panels’ peaks up vs. peaks down by customer.

Painted embossed material can show color variation in the panels if the directionality is reversed panel to panel. This is due to the way light reflects off the peaks and valleys of the embossed surface. This is especially common on higher gloss paint systems. Steelscape will not accept claims where the panels have been processed or installed reverse direction panel to panel by customer.

Steelscape guarantees all embossed product supplied will not have edge wave greater than fifteen (15) I units. When customer requirements are more stringent than fifteen (15) I units, Steelscape will provide product, as agreed. This agreement must be in writing and must be obtained prior to the order acceptance. When Steelscape provides a product that exhibits edge wave greater than either the agreed standard or (15) I units, and the product is unsuitable for the designated end use, Steelscape will consider claims for edge wave.

**Water Damage**

Steelscape will consider claims for water damage when the claims are submitted within thirty (30) days of receipt of product. Any material received wet upon delivery MUST be noted on the receiver documents and acknowledged by the delivering agent. This must be submitted immediately to Steelscape for review. Any material not noted as damaged or wet, will be considered accepted as prime. Examples of water damage may include; wet cores, visible water or condensation on the inside of packaging, positive moisture tag indicator, visible corrosion (white or black rust on bare product), raised or rough texture of painted surface, and water staining (including yellowish discoloration on resin product).

Storing coils or panels in a manner where they become unprotected from water ingress and condensation will negate Steelscape’s responsibility with respect to water damage claims. Where customers order packaging options that Steelscape considers inadequate for the product, and Steelscape forewarns said customer in writing to that end, Steelscape’s liability for water damage will be negated.

**Surface Condition**

The production of coil by the hot dip, metal coating process naturally leads to the formation of some surface imperfections on the product. These imperfections, while not adversely affecting product life, may cause problems when the material is to be post-painted on a coil coating line. Therefore, Steelscape does not recommend the use of non skin-passed product in coil painting applications.

Where skin-passed product is ordered, Steelscape will consider claims for surface imperfections that render the product unsuitable for organic coil coating processes. If coil is ordered as non skin-passed, and subsequently used in organic coil coating, Steelscape will not accept claims for surface imperfections that could reasonably be considered to be removed by the skin-passing operation.

*Steelscape will not accept claim for bare or painted hot dip coils with light surface dross as this is a normal part of the metallic coating process.*

**Flatness**

Steelscape will provide material conforming to ASTM standard A924/A924M. When customer requirements demand a product that exceeds these standards, Steelscape must agree, in writing, to provide the material to the customer requirements. Where product does not meet either the ASTM standard or the written undertaking of Steelscape, claims for shape defects will be considered.

**Edge Wave**

Steelscape guarantees all product supplied will have edge wave less than fifteen (15) I units as defined by ASTM standard A924/A924M. When customer requirements are more stringent than the aforementioned standard, Steelscape will provide product, as agreed. This agreement must be in writing and must be obtained prior to the order acceptance.



When Steelscape provides a product that exhibits edge wave greater than either the agreed standard or A924/A924M, and the product is unsuitable for the designated end use, Steelscape will consider claims for edge wave.

**Transport Damage**

Claims for transit damage on rail car shipments will only be considered if submitted within fourteen (14) days of the material being available for unloading. Full details of the damage and photographs of the material in the rail cars, along with the rail car number, must be provided with the claim submission. Claims for transit damage on material received by truck should be forwarded to Steelscape immediately upon receipt of the product. All other claims for transit damage will be accepted within thirty (30) days of receipt of the material.

**Handling Damage**

Claims for a product that exhibits handling damage will be accepted for up to thirty (30) days from receipt of the material. Claims must be accompanied by photographs of the damaged product with the Steelscape packaging in place.

**Paint Attributes**

Steelscape’s painted products will be supplied free from defects or imperfections that detract from the performance or aesthetic value of the product. Painted products will comply with the following standards:

<b>Gloss</b>	To paint vendor’s specification
<b>Hardness</b>	To paint vendor’s specification
<b>Film Thickness</b>	To paint vendor’s specification
<b>Reverse impact</b>	To paint vendor’s specification
<b>Color</b>	No more than ± 0.5 units on L, A, or B scales from the supplied standard.

Steelscape may supply product within tighter specifications, but only when there is prior written agreement from Steelscape to provide such a product. Claims regarding quality concerns with painted products will be accepted for consideration only when the product falls outside these parameters.

**Width**

Our products will be within width tolerances as defined in ASTM standard A924/A924M.

**Thickness**

Steelscape’s products will be within the ASTM Full Restricted Tolerances - 1" Minimum Edge Distance, as defined in ASTM standard A924/A924M (table shown below). However, Steelscape will provide our product to a tighter thickness tolerance if agreement to provide this product is acknowledged in writing prior to order acceptance by a Steelscape Technical Service Engineer.

	Thickness (Inches)	
Width (Inches)	.010 - .023	>.023 - .045
<b>MINIMUM</b>	<b>Minimum Tolerances - All Plus</b>	
> 0 - 32	0.003	0.004
> 32 - 40	0.003	0.004
> 40 - 54	0.003	0.004
<b>NOMINAL</b>	<b>Nominal Tolerances - Plus and Minus</b>	
> 0 - 32	0.002	0.002
> 32 - 40	0.002	0.002
> 40 - 54	0.002	0.002

*Thickness is measured on the coated sheet and includes the metallic-coating thickness. Thickness is measured at any point on the sheet not less than 1 inch from a side edge, per ASTM 924-16a, Table 2.*

*Customers should inquire about any application requiring improved (tighter) tolerances for performance reasons.*

**Processing Charges**

Steelscape’s liability shall be limited to the purchase price of the defective material. No other costs associated with the defect will be reimbursed by Steelscape.

**Field Failure Claims**

Steelscape will consider each field failure claim on an individual basis. Where the product failure is clearly caused by product defects, Steelscape will, at its own option, replace or repair defective product where failure occurs after installation. Replacement cost will be limited to the value of the material only. Any other costs or contingencies will not be considered. This includes, but is not limited to, transport fees, material forming, job installation, removal of defective product, late charges for the job, equipment rental, idle person-hours, or other installation or administrative costs.

**Secondary Product**

All secondary products sold by Steelscape are sold on an “as is” basis, with no warranty expressed or implied. No quality claims will be accepted on secondary product.

**Other Claim Reasons**

Steelscape will consider other reasons for quality concerns on an individual basis. Should these occur, the customer must contact either their Account Manager, Customer Service Representative or Technical Services.

**Steelscape Claim Responses**

Steelscape will respond to the customer within thirty (30) calendar days from the date complete claims information is provided by the customer to the Steelscape Technical Service Engineer. Steelscape’s response may include one of the following:

- Acceptance of the rejection and instructions for material disposition.
- Denial of the rejection with adequate explanation for the denial.

- Recommendations for further processing at the customer's facility for purposes of working through the defective material.
- Instructions for the return of the material in question to Steelscape. Some material may be usable with additional processing. Once the material has been reprocessed and the issue resolved, the material will be returned to the customer.
- Request for an extension if acceptance or denial cannot be determined within the thirty (30) calendar days. A request for extension will include a reason and the specific timeline for a final response.

The customer will have the opportunity to appeal any denied claim for fourteen (14) calendar days after written denial is provided by Steelscape. All accounting transactions related to the claim will be held until such time that the final disposition of the claim has been made and agreed to by both parties.

### **Tagged Defect**

Steelscape's products may contain a tagged or marked defect. The tags define the start and end point of such a defect. Steelscape will not accept claims on this material when the defect falls within the boundaries of the tags. This defective material can be included in scrap reconciliation with Steelscape or reduced from the price of the coil prior to invoicing. Consideration will be given to any defects outside the tagged area.

### **Running Minimum Amount of Defect**

Wherever possible and practical Steelscape requests that the customer try to process a minimum of 200 ft. of the product before filing a claim. This is due to the fact that some defects may clear up within 200 ft. However, where the defect is obviously evident throughout the coil, no such processing is required.

### **Segregation and Protection of Claim Coils**

Steelscape requires customers to have the defective coils readily available for inspection at a mutually arranged time. The coils may require an inspection on a recoiler unit or rolled out in a safe manner to be inspected by Steelscape representatives. Steelscape requires customers to provide adequate protection of all claim coils to prevent generation of further defects. Steelscape may reduce the claim amount by the amount of any additional induced losses due to inadequate protection.

**NOTE:** Any unauthorized or unidentified deductions taken by a customer before a claim is disposed of, approved by Steelscape, and settled shall constitute nonpayment with subsequent consequences. Consequences may include, but not limited to, implementation by Steelscape of a credit hold, shipping hold, and/or loss of discount privileges.

## SCRAP RECONCILIATION

Steelscape continually strives for 100% prime yield. However, current coil processing technology does not allow for such a prime yield. Therefore, Steelscape uses the following guidelines in the reconciliation of scrap losses. These yield allowances will be applied on total quantity ordered.

### Allowed Yield Loss

- Paint – 3%
- Slit – 3%
- Embossed – 1%
- Cut-to-Length – 1%

**NOTE:** These yields are exclusive of each other. Example...the allowable yield on a painted product will be 3% with an additional 3% allowable yield loss on the slit processing of the product.

### Order Size

Steelscape yields require and are based upon orders of > 40,000 lbs. Order quantities of 20,000 to 39,999 lbs have Allowed Yield Loss of 4.5%. There is **no yield guarantee** on order quantities < 20,000 lbs.

### Coil Size

There is **no yield guarantee** on coils < 10,000 lbs. Coils supplied at below standard quality will be subject to higher allowed yield losses and special handling fees.

### Losses Included in Scrap Reconciliations

- Croppings of coil heads and tails
- Splices
- Line Stops
- Miscellaneous Croppings
- Coil Rejects < 2,500 lineal feet if Steelscape is at fault
- Coil Rejects > 2,500 lineal feet if Steelscape is at fault may be considered when the incoming coil weight is < 15,000 lbs.

### Scrap Factor

The scrap factor is based on a % of **total quantity ordered by sales order line item**.

### Scrap Reconciliation Reports

Steelscape will process the scrap reconciliation by the 20th of each month for the previous month's scrap. Credits/payments will be processed once per quarter for any scrap in excess of the allowed yield loss.

### Non-Allowable Rejections

If during the processing of material, difficulties are encountered which result in an individual coil loss outside the normal operating allowance, Steelscape will be responsible for the reimbursement of the agreed upon metal value for that coil, regardless of throughput quantity. Steelscape will retain ownership of the material and credit the customer's account for the material involved regardless of yield performance.

### Material Value

The customer will be reimbursed at the original metal value for the coils for all losses determined to be caused by Steelscape that exceed the stated yield allowance. Proof of original metal value for each coil will be required by Steelscape prior to customer reimbursement.

Steelscape retains ownership of all scrap losses regardless of cause, and all rejects determined to be caused by Steelscape.

All losses incurred during "no charge" developmental trials will be considered allowable.

## Pre-Painted Product

### Batch to Batch Variability: “Do Not Mix” and “Directional” Paint Systems

#### 1.0 Introduction.

Due to the chemical and physical variability within certain paint systems and slight process equipment changes from one production run to another, there are some products whose appearance may not be the same from order to order. This technical bulletin describes those items Steelscape does not guarantee as reproducible and guidelines for avoiding mixed orders on jobsites.

#### 1.1 Metallic/Mica Paints.

The metallic/mica family of paints is inherently variable in appearance due to not only the physical shape of the pigment particles but also their behavior during the application process. The individual pigment particles are flat in nature allowing for light to reflect off of them at various angles. They are also typically larger in size than non-metallic pigments. The specific orientation of these pigment particles affects how the final paint system appears visually to the human eye.

The exact size and orientation of these pigment particles cannot be completely controlled during the paint manufacturing process, thus each paint batch of metallic/mica paint, even though the same color may have a slight visual difference.

When the paint is applied during the coil coating process, the final directional orientation of these pigments cannot be controlled. This results in slight visual variations from one production run to another, even if the same batch of paint is used. This phenomenon is also responsible for the slight color shift observed when viewing a metallic/mica painted panel in the coil rolling direction versus perpendicular to coil rolling direction. Steelscape does not accept responsibility for material appearance when the architectural design requires panels to be offset (i.e. perpendicular) from adjoining panels, resulting in visual differential in color and or reflectivity.

It is important that the end user does not rotate panels in the cases of symmetrical roll form patterns to avoid obvious color and light differential within the structure. The use of directional arrow branding

on the bottomside of metallic material is highly recommended.

#### 1.2 Printcoat Paint Systems (including Steelscape Prints®).

Printcoat paint systems consist of a base coat of color and then a pattern of a different color over the top, which allows multiple colors to be visible on the finished product. Order to order variability in this process originates from several sources.

**Print Roll Speed:** The patterned roll used to create the print effect must be moving as close to the same speed at the coil strip during production. Although every measure is taken to align these two speeds there are slight differences from one production run to another which may result in slight pattern differences.

**Paint Viscosity:** The viscosity of the paint being used for the print portion of the order will vary slightly from order to order and paint batch to paint batch. The viscosity of the paint on the print roll will affect the look of the final pattern; often resulting in a “lighter” or “heavier” pattern.

**Print Roll Pressure:** In order for the pattern to transfer from the print roll to the coil strip pressure is applied between the two. The amount of pressure controls the amount of paint film applied to the strip as well as the look of the pattern. This pressure will fluctuate slightly between production runs resulting in slightly different pattern appearances.

#### 1.3 ReziBond®, Vintage® and TruzGuard™ Coatings.

The ReziBond, Vintage and TruzGuard coatings are inherently variable in appearance due to the coatings’ composition and application process. The make-up of these specialized coatings, while guaranteed within an approved color range, cannot be completely controlled during the paint manufacturing process. As such, each coating batch may have a slight visual difference.

These slight visual variations from one production run

to another can occur even if the same batch of the coating is used. This phenomenon is also responsible for the slight color shift observed when viewing a coated panel in the coil rolling direction versus perpendicular to coil rolling direction. Steelscape does not accept responsibility for material appearance when the architectural design requires panels to be offset (i.e. perpendicular) from adjoining panels, resulting in visual differential in color and or reflectivity.

It is important that the end user does not rotate panels in the cases of symmetrical roll form patterns to avoid obvious color and light differential within the structure.

### **1.4 ZINCALUME® or TruZinc® Plus**

The color of both the metallic coated substrate and acrylic resin can vary slightly between production runs. In addition, the spangle size on ZINCALUME varies slightly between orders. These visual differences can be even more apparent between suppliers.

## **2.0 Guidelines for Avoiding Mixed Orders on Jobs.**

Inventory and order size are critical for ensuring that mixed batches of variable painted and/or coated product do not get used at a jobsite. If the paint system or specialized coating is a standard or stock item, order large quantities at a time; this will allow for fewer batches in inventory and reduce the risk of mixed orders on a job.

If the item is a custom color or print requiring established minimum linear feet, order slightly more linear feet than the job requires. This will allow any damaged or defective material to be replaced from the same production run.

If it is absolutely necessary to use more than one order of a metallic/mica, printcoat or specialized coating on a job compare the different available batches carefully; some batches may be a better match than others. Also, using different batches on trim, accessories or on separated portions of a building may not be visually objectionable.

If a project cannot be completed without ordering additional material, it is imperative that Steelscape be notified of the situation and told which previous order needs to be matched. Although Steelscape will not guarantee a match on metallics/micas, print-coats or specialized coatings, every effort will be made to duplicate the desired color as closely as possible.

Steelscape strongly recommends the use of branded, directional arrows on metallic, micas, Vintage and TruzGuard coated coils.

222 West Kalama River Road, Kalama, WA 98625-9420 USA | Phone 360-673-8200 | Fax 360-673-8250

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## Fluting vs. Non-Fluting Steel

### Guidelines for clarification on fluting vs. non-fluting steel

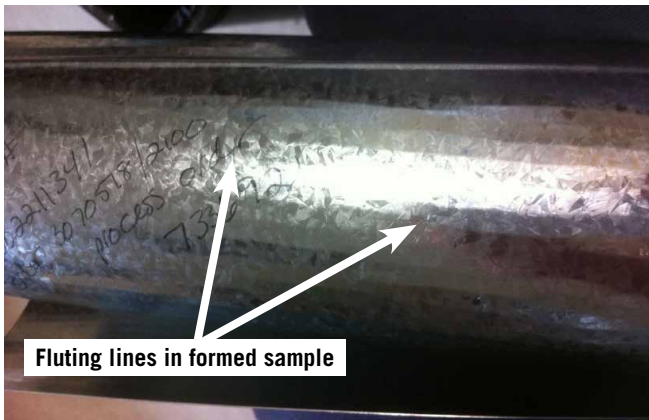
#### 1.0 Introduction.

The terms fluting, non-fluting, or fluting hazard are properties often used when discussing steel sheet. This technical bulletin will define fluting and explain why it occurs and the processing capabilities of Steelscape.

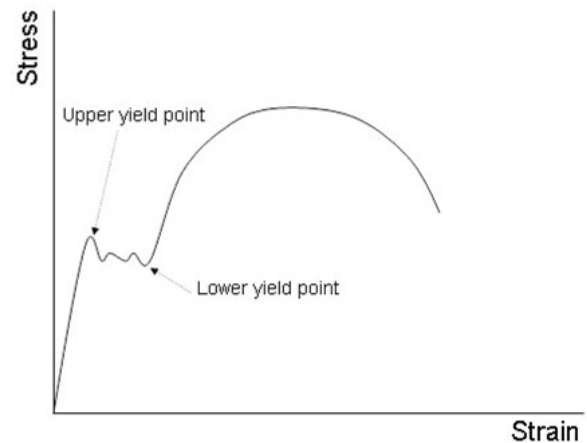
#### 1.1 Definition

Fluting can be defined as follows:

Visible line markings that run perpendicular to the forming direction and sometimes appear on the surface of flat rolled low carbon steel products during forming of cylindrical parts:



It is a naturally occurring characteristic of annealed low-carbon steel and is influenced by the steel chemistry, cold-reduction practices and annealing cycles. It is associated with material that has an upper and lower yield point, or yield point elongation (YPE) and may also be referred to as Luder Lines, stretcher strain, or discontinuous/non-uniform yielding.



Product that does not exhibit these lines when formed is usually called non-fluting and is likely related to tension-leveling and/or temper passing practices after annealing.

#### 1.2 Controlling Fluting During Coil Production

Fluting can be eliminated or minimized depending on steel chemistry and processing equipment capability. Production lines with high load temper rolling or stretcher/tension leveling capabilities can produce a non-fluting material. However, the elimination of fluting is often only temporary, and will re-appear as the steel ages.

Steelscape has the ability to skin pass product on both the TruZinc® and ZINCALUME® lines. If the skin pass mill is used the resulting product will be non-fluting for a period of time. All paint line feed coils are skin passed for surface smoothness, but the paint line process accelerates the aging of the steel and therefore fluting may return. For this reason, Steelscape CANNOT guarantee non-fluting on painted product. The only remedy available at Steelscape is to tension level the painted product after painting. However, like using the skin pass mill, the non-fluting characteristic is temporary.



### 1.3 How to Order Fluting/Non-Fluting Product

While skin passing of non-painted, bare material is not standard, it can be requested if non-fluting is required. There are several end uses that automatically trigger this process. It is important when non-fluting material is required for bare product that it be included on the purchase order and, where applicable, one of the end uses below be designated;

- HVAC
- Cornerbead-Bullnose
- Cornerbead
- Piping-Spiral
- Piping-Chimney
- Piping-Furnace
- Track-Garage Door
- Flashing-Bird stop (curved)
- Rainwater Goods
- Ductwork-Die stamped

As already mentioned, Steelscape cannot guarantee non-fluting on painted product without the additional tension leveling or extension process, which is only offered on the slitter at the Rancho Cucamonga, CA location. If painted, non-fluting material is required, the requirement **MUST** be included on the purchase order and reviewed with both the Steelscape Sales Representative and Technical Services. Additional processing charges may be incurred.

**Bare product ordered as non-fluting or painted product subsequently tension leveled for non-fluting should be formed into final parts within 90 days of receipt.**

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**EXCEPTIONS TO THE ABOVE STATED STEELSCAPE  
TOLL PROCESSING OFFER, AS AGREED TO BY BOTH  
PARTIES, AND SIGNED BELOW.**

I have read and understood all aspects of the above stated Toll Processing Offer. As an authorized representative of my company, by signing below I agree on behalf of my company to meet the conditions as stated within this Toll Processing Offer. Any exceptions will be added as customer specific attachments.

**Customer:**

Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Steelscape Representative:**

Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_