

TSCI SALES TERMS AND CONDITIONS

1. In addition to the terms of the attached purchase order, confirmation or invoice, Buyer and **TRUE STEEL AND CUTTING, INC.** ("Seller") agree to be bound to the following terms and conditions, all of which constitute the "Agreement". The Agreement is the complete and final expression of the agreement and understanding between the parties and supersedes all prior written or oral agreements. The Agreement may only be modified by a writing signed by both parties and which specifically references this Agreement by date.

2. "We hereby certify that the goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and refutations and orders of the United States Department of Labor issued under Section 14, thereof."

3. Buyer agrees to pay Seller's invoice price and that such price is the reasonable value of the goods. Payment is due 30 days from date of invoice, but Buyer shall have a 2% discount if paid within 10 days of invoice date. Payments on open account shall be applied first to current balances, then to balances overdue. Balances overdue 30 days or more accrue 1.5% interest for each month or portion thereof such balance remains due.

4. Seller retains title to all goods until full payment in good funds is received by Seller. Goods shipped or delivered are F.O.B. Seller's place of business, and risk of loss passes to Buyer upon the earlier of delivery or placement with a carrier. Buyer shall pay all applicable taxes and shipping costs.

5. Subject to the limitations below, Seller warrants that goods will substantially conform to Seller's specifications for a period of thirty (30) days from date of shipment. Mill specifications as provided by manufacturer, if any, for the goods herein, will be supplied to Buyer upon written request. EXCEPT AS EXPRESSLY WARRANTED ABOVE, GOODS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." BUYER WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Seller, including its agents and associates, shall not be liable for any incidental, consequential or special damages, interest, costs or expenses, or for loss of use or lost profits or wages, whether or not Seller knew such damages might be incurred. Seller's liability shall in all cases be limited to refunding the lower of the purchase price or the resale value of the goods, at Seller's option.

6. Seller's remedies for non-payment of this invoice shall include, in addition to all other remedies provided by law, the right to repossess any goods in the possession of Buyer, purchased from Seller, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Seller or Seller's agent.

7. Buyer acknowledges upon receipt of goods that such goods are conforming, unless Buyer notifies Seller in writing within 24 hours of the time of delivery of any non-conforming goods. Seller will accept return of non-conforming goods, only when returned in original condition and packaging. Returns may be subject to restocking fee of 25% of the invoice price, in Seller's discretion. Buyer shall pay all shipping costs for returns.

8. In the event it becomes necessary for the Seller to incur any collection costs or file suit to collect payment, the Buyer shall be responsible for all such costs, including attorneys' and expert fees. In any dispute or litigation between Buyer and Seller, whether related to this Agreement or not, Buyer agrees that California law shall apply and control and venue shall be in the Superior Court of the State of California, County of Orange, Central Justice Center, exclusively.