TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY DOWNEY METAL PRODUCTS, INC. ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON DOWNEY METAL PRODUCTS UNLESS AGREED TO IN WRITING BY A DOWNEY METAL PRODUCTS CORPORATE OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF DOWNEY METAL PRODUCTS TERMS AND CONDITIONS.

ORDER ACCEPTANCE: Buyer's order must be documented by this signed Terms and Conditions, signed Proposal, signed Purchase Order, signed submittal drawings, and payment. No order will be considered binding until these documents are received.

CHANGES: Orders are specifically fabricated in accordance with Buyer's signed Order. Buyer shall send any requests for changes to Seller, promptly and in writing. Buyer must obtain signed verification from Seller that the change request was received and accepted in order for the change to be valid. If the requested changes result in pricing changes to the Order, Seller will produce a "Change Order" documenting such changes. The Buyer must sign and return the Change Order for the change(s) to become a valid part of the Order. Buyer agrees to pay for any Goods fabricated by the Seller on the order prior to processing the Change Order. Seller will not be responsible for any delay in fabrication or shipment caused by Change Orders made at a point in time whereby the completion of the Change Order would cause a delay in the completion of the Order.

ORDER CANCELLATION: If you wish to cancel your order after we receive your payment, but before we proceed with submittals, we will refund all but 20% of the contract total. After we start submittals, we will accommodate the cancellation, but we will not refund money paid. After we custom finish or cut metal for your Order, your Order may NOT be cancelled, and we require payment in full.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by Downey Metal Products are subject to change without notice unless otherwise stated in writing. We reserve the right to revise our quotation if we do not receive the order for all items quoted, since quantity frequently governs the price.

PAYMENT/CREDIT TERMS: Seller's Credit Department, at its sole discretion, shall have the right to approve and assign Buyer credit, set credit limits, set payment terms and modify or terminate Buyer's credit privileges at any time. Unless Seller notifies Buyer otherwise, the following terms will apply:

1. **First-time or occasional Buyers** shall pay 100% up front for the contract value of the Order, including applicable taxes and freight charges on or before the date of delivery or at time of pickup if Buyer picks up the Order. Payment shall be made with Cashier's Check payable to Downey Metal Products. In some circumstances, prior arrangements can be made through Seller's Credit Department to accept a personal or company check. Personal or company checks shall be verified with the Buyer's bank prior to shipment or pickup which may delay fabrication or special order time. Seller shall not be responsible for any delay on an order caused by the process of verifying checks. Acceptance of a check is at Seller's sole discretion. We also currently accept credit cards (Visa, MasterCard, American Express, and Discover); however, if making payment by credit card, a 3% processing fee will be added to the total amount of Order.

2. **Specially fabricated orders or non-stock component orders** for current account customers will require a 50% Deposit *before fabrication can begin*, and the remaining balance will be payable on or before the date of delivery or date of pickup. Once Seller orders Special Order Goods, Buyer shall be financially liable for payment of the sales price for such items. Seller shall not be responsible for project delays due to Special Order Goods availability and/or delivery. Buyer may not cancel any order that has been custom finished or cut to size.

3. Subject to approval by Seller's Credit Department, Buyers can establish an "Open Account" with Seller by completing a credit application. Lines of credit are granted or denied based on Seller's review of Buyer's credit references, overall credit history, years in business, financial strength and history with Seller. Open Account Buyers enjoy the following privileges subject to compliance with all other clauses contained herein:

    - Payment is due thirty (30) days from the date of invoice.
    - Full payment within (10) days of the date of shipment or pickup will receive a 1% discount on Goods only, excluding any taxes or freight. 100% payment must be made to qualify for discount.
    - Open Account Buyers must maintain good credit and a prompt pay history to keep open account privileges. Seller's Credit Department reserves the right to request Buyer's updated financial information when it deems necessary, in order to maintain Buyer's Open Account status and credit limit. Open Account status may be revoked at any time at Seller's discretion.

4. Buyer agrees that all current obligations shall become immediately due and payable in the event of (a) Buyer's failure to accept a completed order when ready for shipment or pickup (b) Buyer's failure to pay debts as they become due (c) Buyer's failure to comply with Seller's credit or payment terms (d) Buyer's dissolution, bankruptcy, insolvency, or death (e) termination of the contract by Buyer or Seller for any reason (f) Buyer's failure to provide satisfactory security or assurance for performance of Buyer's obligations if requested by Seller (g) any breach or anticipatory breach of contract.

PAST DUE ACCOUNTS AND DISPUTE RESOLUTION: If Buyer fails to fulfill the terms of payment, Seller may defer additional order acceptance, shipment or pickup, put Buyer's account on "Credit Hold" status, cancel the uncompleted balance of the order and/or require 100% prepayment of any current or future order. Seller shall not be responsible for any order, fabrication, progress or project delays resulting from an account status change to "Credit Hold". All deferred payments shall bear interest from the time they are due until paid at the highest rate permitted by law and if collection of the account requires any legal counsel or procedures, Buyer agrees to pay reasonable attorney's fees plus interest, costs and any other damages as may be allowed by law. No failure of the Seller to exercise any right occurring from default of the Buyer shall impair the Seller's rights in case of any subsequent default.

THE LAWS OF THE STATE OF GEORGIA SHALL CONTROL THE VALIDILITY, CONSTRUCTION AND INTERPRETATION OF THIS CONTRACT EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE SUBSTANTITIVE LAW OF ANOTHER JURISDICTION TO APPLY.

Buyer agrees that activities to be performed under the Orders/Contracts will be performed primarily in the State of Georgia and that payments are due and payable in Gordon County, Georgia. Buyer agrees that venue, for all purposes of any and all lawsuits, causes of action, arbitrations, or other methods of resolving disputes is proper in any state or federal court in Gordon County, Georgia, consents to such jurisdiction and waives any right to transfer any action brought in any such court.

DELIVERY: When requested by Buyer, Seller will make reasonable effort to arrange shipments via what Seller considers, but does not warrant, to be a reliable, insured, bonded, independent trucking company. Freight charges will be prepaid by the Seller or added to the Buyer's Order cost at Seller's option. Seller shall not be responsible for any loading, transportation, or delivery problems, including but not limited to, delivery delays, damages to property, personal injuries of any kind, unloading expenses, demurrage, or any liquidated or consequential damages regarding freight or delivery.

BUYER PICKUP: Seller will load orders for pickup, but Buyers are responsible for sending suitable vehicles capable of hauling the size and weight of the Buyer's order. Buyer shall be responsible for providing an appropriate method and materials for securing the Goods to the vehicle, and Buyer shall secure the loaded Goods. Seller shall not be responsible or financially liable for any accidents or damages

caused to vehicles, Goods, person or property for any reason regarding loading or transporting Buyer's Order. Risk of loss or damage shall pass to Buyer upon commencement of loading onto Buyer's transportation vehicle.

Partial order pickups shall be pre-approved in writing, and such approval shall not release Buyer's financial obligation for any order balance. In cases where partial pickups are part of a C.O.D. order, payment for the entire order balance must be paid prior to initial pickup. Buyer shall be responsible for an additional freight charges resulting from multiple pickups.

BILL OF LADING/DELIVERY TICKET: Buyer is responsible for verifying that the Goods listed on the Bill of Lading/Delivery Ticket are received. All obvious shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading.

FORCE MAJEURE: Seller shall not be liable to Buyer or to any third parties for whose use any of Buyer's Orders is intended for any penalties, damages, claims or any other losses occasioned by Seller's failure to make delivery, or delay in making a delivery, of an Order when such failure or delay results from causes or events beyond Seller's reasonable control (a "Force Majeure Event"), including but not limited to fires, floods, storms, hurricanes, casualty losses, accidents, or other acts of God, stress, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war terrorism, embargo, truck shortage or any transportation delay or difficulty, or inability to obtain labor or raw Goods, or approval drawings which are not timely returned by Buyer or Buyer's architect or representative.

MISCELLANEOUS: No oral agreement or other understanding shall in any way modify the terms and conditions herein. To be effective, written modifications must be signed by both Buyer and Seller. If Buyer is a legal entity, including but not limited to, a corporation, limited partnership or joint venture, Buyer represents and warrants that this agreement and its execution have been duly authorized by all necessary entity officers and proceedings, and Buyer represents and warrants that persons or entities placing any Orders with Seller on behalf of Buyer have been duly authorized by Buyer to place such Orders.

In the event that Buyer's Purchase Order and/or terms or conditions are inconsistent with Seller's Order, Contract, or Terms and Conditions, Seller's Terms and Conditions shall govern. Seller will not accept, execute or be bound by Buyer's Purchase Order or any terms and conditions attached thereto. If Buyer's Purchase Order Number should appear on any Seller document(s), it is strictly for Buyer reference only.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns. In absence of an original, a fax executed copy of this contract shall act as an original.

The parties below acknowledge that they have read and understand Downey Metal Products' Terms and Conditions for Sales of Goods and agree to abide by the terms and conditions as stated.

BUYER (Complete in its entirety):
Agreed to and Accepted by Buyer at Calhoun, GA

Signed By: _____
Buyer

Print Name: _____

Title: _____

Date: _____

Company Name: _____

SELLER:
Agreed to and Accepted by Seller at Calhoun, GA

By: _____
Downey Metal Products, Inc.

Title: _____

Date: _____

Physical Address: _____

Billing Address: _____

Phone Number: _____Fax Number: _____

SIGNED ORIGINAL SHOULD BE RETURNED TO DOWNEY METAL PRODUCTS PRIOR TO ANY ORDER PLACEMENT.