

TERMS AND CONDITIONS OF SALE

All sales by Harris Supply Solutions Inc (herein HSSI), an indirectly-held wholly-owned subsidiary of Nucor Corporation, are made subject to the following terms and conditions. HSSI expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. HSSI's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions.

1. Except as otherwise agreed in a writing signed by Buyer and HSSI, the applicable HSSI sales order acknowledgement and/or sales invoice, together with these terms and conditions constitute the entire agreement between HSSI and Buyer relating to the sale of such goods by HSSI. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. HSSI and Buyer expressly agree that HSSI may modify these terms and conditions from time to time without impacting the enforceability of these terms and conditions of sale. HSSI will notify Buyer in the event of any material modifications.

2. The purchase price of the goods shall be as stated on the face of the applicable HSSI sales order acknowledgement and/or sales invoice.

3. Buyer cannot modify, cancel, or otherwise alter orders without HSSI's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of HSSI against loss.

4. Title and risk of loss pass upon delivery. Buyer shall indemnify and hold harmless HSSI from and against any claims, damages or liabilities suffered by HSSI resulting from any acts or omissions of carrier.

5. Delivery dates are approximate. HSSI shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, HSSI WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE HSSI SALES ORDER ACKNOWLEDGEMENT. HSSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless HSSI is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them or otherwise provided evidence of the claim. Goods for which damages are claimed shall not be returned, repaired, or discarded without HSSI's consent. In the event HSSI consents to a return of any goods, Buyer shall follow HSSI's instructions at that time. BUYER'S EXCLUSIVE REMEDY AGAINST HSSI, AND HSSI'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO HSSI'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT HSSI'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL HSSI HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL HSSI HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8. All credit information supplied to HSSI will be reviewed as necessary for the purpose of determining credit worthiness. If, in HSSI's opinion, Buyer's credit becomes compromised, HSSI may suspend all performance until such time as HSSI is satisfied (in its sole discretion) as to Buyer's creditworthiness. If HSSI suspends performance and later proceeds with such performance, HSSI shall be entitled to such extension of time as is necessitated by the suspension.

9. All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax HSSI is required to collect or pay with respect to the sale or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse HSSI for any such payments made by HSSI.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by HSSI against any amount owing by Buyer with full reservation of all of HSSI's rights, without an accord and satisfaction of Buyer's liability.

11. In the event Buyer fails to make payment to HSSI of any amounts due and owing to HSSI (including any applicable surcharge, freight charge, or sales tax), HSSI shall have the right to terminate any or all Buyer orders and/or any other agreements with Buyer, or any unfulfilled portion of any of the foregoing. HSSI may charge interest on all outstanding balances at an annual rate of 12% or the highest rate allowed by law (whichever is less). HSSI shall have the right to employ an attorney or collection agency to collect the balance due, and Buyer agrees to pay all collection costs incurred by HSSI, including its reasonable attorneys' or agency's fees.

12. This agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Delaware for any litigation which may arise out of or be related to this agreement. Each party consents that all service of process may be made by registered mail, return receipt requested, directly to the party at its last known address. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. HSSI reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of HSSI. All rights and remedies granted herein are in addition to all remedies available at law or in equity.