

## **Terms and Conditions of Sale of Rimex Metals (USA) Inc, ("Rimex").**

### **1. General:**

All contracts for the supply of goods by Rimex will be subject to the following conditions to the exclusion of any addition, modification or variation except any addition, modification or variation that is agreed in writing by a director of Rimex or other authorized personnel.

### **2. Duration of Quotations:**

- (a) No quotation(s) shall be binding on Rimex unless made in writing.
- (b) Written quotations are valid for acceptance within 30 days of the date of the quotation.
- (c) No delay in the receipt of any quotation given by Rimex shall entitle the customer to extend the period of quotation.
- (d) Rimex may, in writing, vary the time for acceptance of any quotation.
- (e) Rimex shall not be liable for any loss, damage, loss of profit or any cost or expense that a customer may realize or be deemed to incur by reason of Rimex varying the time for acceptance of a quotation.

### **3. Prices:**

Rimex reserves the right to vary a quoted price:

- (a) to conform to its prices for similar goods at the date of dispatch. In the case of goods to be delivered by installments Rimex may, with notice to the customer, vary the quoted price in accordance with this clause at the time of dispatch of each installment.
- (b) to take account of changes in labor, material and other costs and expenses arising between the dates of quotation and delivery.
- (c) if an alteration is made to an order upon which a quotation was made.
- (d) should the customer delay taking delivery of goods due to circumstances beyond the control of Rimex.

### **4. Delivery Date:**

(a) While Rimex will use its best endeavors to keep to promised delivery dates they are approximate only and no guarantee or warranty can be given. Time(s) and date(s) for delivery shall not be of the essence unless agreed to by Rimex in writing. Rimex will not be responsible for any consequential damages because of a late delivery and accordingly accepts no liability for any loss, damage or loss of profit resulting in delay in completion of works or delivery of the goods howsoever caused, nor shall any delay entitle the customer to cancel an order or not to accept delivery or withhold all or any part of the purchase price.

(b) In the event of Rimex employing an agent or subcontractor to carry out the order or any part thereof Rimex will not be liable to the customer for any loss, damage or loss of profit arising from such delay or default and nor shall any delay or default entitle the customer to cancel any order or to refuse to accept delivery or withhold all or any part of the purchase price.

(c) The customer shall take delivery of the goods promptly upon the delivery date(s) agreed between Rimex and the customer or as soon thereafter as the customer is notified by Rimex that the goods are available for delivery. If for any reason the customer fails to take delivery, fails to call off or otherwise causes or requests a delay in delivery then without prejudice to any other right or remedy available to it, Rimex may:

- (i) increase the price to account for additional expenses;
- (ii) store the goods until delivery is made and charge the customer for the reasonable costs of storage including insurance; and/or
- (ii) sell the goods to a third party without any liability to the customer except to return to the customer the purchase price for the goods if pre-paid by the customer.

### **5. Insurance in Transit:**

Rimex will not insure any goods in transit unless requested to do so by the customer and this is agreed in writing.

### **6. Payments:**

(a) Unless otherwise agreed by Rimex all prices are quoted net of delivery 'ex Works' and the customer shall pay all moneys due under issued invoices in the currency invoiced by Rimex.

(b) Where credit terms are established payment shall be made pursuant to the terms of agreement made between Rimex and the customer which unless stated to the contrary in writing shall be 30 days from the date of invoice.

(c) The time of payment of the price shall be of the essence. If the customer fails to make payment in full on the due date Rimex shall be entitled to charge interest at the rate of 3 per cent per annum over the

Prime Lending Rate on all outstanding balances and accounts such interest to accrue day to day from the date the account became due to the date of actual payment thereof whether before or after any relevant court judgment.

(d) In the case of any default or delay in payment by the customer then the whole of any balance outstanding shall become immediately due and payable and any credit facilities may be withdrawn.

**7. Exclusion of Company's Liability:**

(a) Rimex accepts no responsibility and shall not be liable for any loss, injury, damage, loss of profit or losses of any description which may be suffered by the customer or which may be deemed to be suffered by the customer as a direct or indirect result or consequence of acceptance of a customer's order or of any quotation to which these conditions relate and no warranty or condition (whether statutory or otherwise) as to quality, fitness for any particular purpose, performance of any goods or merchantable quality thereof is given or is to be implied or deemed to be implied whether or not samples of materials to be handled or products to be produced by the use of the goods shall have been supplied to or by Rimex.

(b) Rimex accepts no responsibility whatsoever and shall not be liable for any loss, injury, damage, loss of profit of any description which may be suffered by the customer or which may be deemed to be suffered by the customer as a direct or indirect result of Rimex employing any agent or subcontractor to carry out an order or any part thereof.

**8. Customer's Insolvency:**

If the customer commits an act of bankruptcy or becomes insolvent or makes any arrangements with its creditors or being a company is placed in liquidation or suffers a receiver and/or administrator to be appointed, Rimex may without liability or notice and without prejudice to any other rights determine all or any contract with the customer and the customer will bear all and any loss or damage incurred by Rimex resulting from a resale of the goods comprised in such contract determined as aforesaid.

**9. Cancellation:**

Orders for goods placed by the customer and accepted by Rimex (whether orally or in writing) cannot be cancelled except with Rimex's written agreement. Orders for goods that Rimex is unable to cancel shall be paid for in full by the customer. Completed, shipped orders are non-cancelable. In certain extraordinary occasions, Rimex may take metal back. Metal will have to be received at Rimex in acceptable condition. The freight must be pre-paid and a re-stocking charge of up to 70% may apply.

**10. Quantities and Weights:**

Unless Rimex is notified within seven days of the receipt of goods of an error in finish, quantity, weight etc. the order shall be deemed complete and correct. Material purchased in coil form is subject to a shipping tolerance of +/- 10%.

**11. Title and Property:**

(a) No property in the goods or any of them shall pass from Rimex to the customer while the goods are in the possession and control of Rimex, its agents and subcontractors or any person, firm or company employed by Rimex.

(b) The goods shall remain Rimex's property until the customer has paid in full. Until that time the customer shall hold them as bailee and shall store them in such a way that they can be identified as Rimex's property and shall keep them separate from the customer's own property and the property of any third party.

(c) The customer's right to possession of the goods shall cease if:

(i) the customer has not paid for the goods in full by the due date; or

(ii) the customer is declared bankrupt or makes any proposal to his creditors or other voluntary arrangement; or

(iii) a receiver, liquidator or administrator is appointed in respect of the customer's business.

On cessation of the customer's right to possession of the goods in accordance with this clause the customer shall at its own expense make the goods available to Rimex and shall allow Rimex to repossess them.

(d) The customer hereby grants Rimex, its agents and its employees an irrevocable license to enter any premises where the goods are stored in order to repossess them or to inspect them at any time.

(e) Where goods are to be delivered by installment each delivery shall be treated as a separate contract provided always that Rimex may withhold deliveries or further installments until earlier deliveries have been paid for in full.

**12. Customer's Property:**

All property belonging to the customer (including any raw materials) received by Rimex whether for incorporation in the goods or otherwise will be held by Rimex at the customer's risk as regards loss or damage or incorrect usage and the customer will indemnify and keep Rimex indemnified against any

claim for loss, injury, damage, costs or otherwise caused by the said customers property to any person, vehicle or property including but without limitation machinery used by Rimex in the course of its business save where any loss injury or damage shall arise directly from negligence by the Rimex, its servants, agents or licensees.

(b) Such goods are to be insurance responsibility of the customer while at Rimex's premises.

**13. Packing Materials:**

(a) Packing cases and all materials used by Rimex will be charged for unless agreed otherwise.

(b) Rimex will supply material in appropriate sized pallets, suitably strapped for shipping by truck, sea or air as agreed with the customer.

(c) Standard packing cases used by Rimex are not required to be waterproof.

**14. Delivery from outside the United States:**

Rimex has no control over delays caused by customs authorities or shipping companies contracted and allowances should always be made by the customer for delays in delivery. Rimex is not responsible for costs incurred by the customer due to late delivery of goods.

**15. Force Majeure:**

If at any time Rimex shall be hindered or prevented from making or delivering the goods by reason of strikes or other labor disputes, fire, war, accidents, governmental action or any other cause beyond its control, Rimex may at any time during the continuance of such hindrance or prevention by notice to the customer determine any contract between the parties without incurring any liability for damages to the customer by reason of such termination.

**16. Tolerances:**

Unless the customer specifies in writing in its order any particular tolerance requirement and supplies all necessary detail and these are accepted in writing by Rimex, the goods will be supplied in accordance with Rimex's standard tolerances which are

Length: + 3/8" – 0

Width: ASTM Specifications times 2

Squareness: within 3/8"

Flatness: 1/4" center fullness; 1/4" edge ripple; 1/2" max crossbow.

These maybe different to the tolerances used by other companies.

**17. Credit and Dealing:**

(a) Rimex may at its discretion and without providing any reason refuse to give credit or limit the amount of credit to any customer. Rimex reserves the right to refuse to transact business with any person, firm or company.

(b) Orders will not be available for collection or shipping without authorization from the credit control department at Rimex. All credit references and terms of payment should be complied with so that delays are avoided.

**18. Promotional Materials:**

All data, images, drawings, descriptions and other information furnished by Rimex including verbal information and in or on its website, catalogues, brochures, CD's, pamphlets, price lists or other documents or other promotional media are intended to be as accurate as possible but are given for general information only and are not binding on Rimex in respect of a particular order. All information, unless stated otherwise, is subject to reasonable variations. Rimex does not accept responsibility for errors or for information which is found to be misleading. Before using products supplied or manufactured by the Rimex the customer should satisfy itself of their suitability for any required purpose.

**19. Samples:**

(a) Samples supplied by Rimex are for promotional purposes only and are not to be used as control materials for goods supplied.

(b) If control samples are required for a specific order Rimex needs to be notified in advance and accepted in writing by Rimex.

**20. Cleaning:**

To maintain its appearance and longevity all material supplied by Rimex should be cleaned routinely using methods and cleaning media appropriate to the finish used. For further information consult Rimex.

**21. Protective Tape:**

(a) Unless ordered to the contrary all material is coated with standard commercial protective tape.

(b) No warranty is provided by Rimex as to the suitability of coating used. Copies of appropriate data sheets are available upon request.

(c) If a warranty is required the customer should deal direct with a protective tape supplier and notify Rimex of the coating to be used. The use of non-standard protective tape might be an additional cost to previously quoted prices.

(d) Protective tape should be removed as soon as practical and should not be exposed to environments, direct sunlight and temperatures that might cause delamination of adhesive on the coating. The customer is always advised to seek information from the coating manufacturer. Rimex cannot provide information or warranties in respect of protective tape.

#### **22. Batch Ordering:**

(a) Material used by Rimex in its manufacturing processes can differ in tone and appearance. This is the nature of metals such as stainless steel, aluminum and other alloys.

(b) Rimex is not responsible for any inconsistency of finish in material supplied unless it is notified of, and agrees to, such a requirement on accepting an order.

(c) Batch ordering is always advised to assist the consistency of finish. In order to maximize the consistency of a finish the raw material should be ordered at the same time from the same batch from the same supplier. However, Rimex cannot guarantee that the manufacturing mill will provide material from the same cast, or that that material will match if supplied from different batches due to reasons beyond its control.

#### **23. Finish**

"The steel shall have no imperfections of a nature or degree, for the type and quality ordered that will adversely affect the stamping, forming, machining, or fabrication of finished parts.

Architectural finishes – Sometimes described as a #5 finish, these are a separate category and may be negotiated between buyer and seller as there are many techniques and finish variations available throughout the world." (from ASTM A480)

#### **24. Textured Patterns:**

(a) Textured or 2-sided patterns can be rolled in a variety of metals and in thicknesses ranging from .002 inches to .125 inches depending on the metal and the pattern. Pattern depths will vary depending on the type of metal, the thickness and width of the metal and the pattern. Metals 22ga and lighter in widths up to 36 inches will typically have a full pattern depth. A full pattern depth can be as little as .003 in thicker metals or up to .035 in thinner metals, again depending on the type of metal and the actual pattern being rolled. Metals 20ga and heavier in widths over 36 inches will see a less pronounced pattern depth. Pattern depths at the lower end of the spectrum reduce stresses from the process and will offer a flatter product. Rimex typically rolls for flatness and aesthetics. Unless a particular pattern depth is spelled out by the customer, Rimex will roll patterns within an acceptable range to produce a flat product that is consistent with the tooling used to produce it. Customers expecting deeper patterns must sign off on a sample prior to placing an order.

(b) Due to the nature of the manufacturing process the pattern repeat will not be the same on every sheet.

i.e. a full character at the start or end of each sheet is not possible.

(c) Regarding squareness of pattern to the edge of the sheet, ASTM A480 length tolerances will apply. In an 8 foot sheet the squareness tolerance will be 1/4 inch

#### **25. ColourTex® / Coloured Stainless Steel:**

(a) The nature of coloured stainless steel is that colour may vary in different lighting conditions and between batches of stainless steel and production runs and it is often necessary to agree control samples prior to manufacture.

(b) On larger orders it is advisable to agree control samples to define an agreeable colour range prior to the placing of an order. Unless control samples are agreed Rimex is not responsible for differences in tone and appearance of the ColourTex product.

(c) Due to the nature of the manufacturing process all ColourTex products will be supplied with holes approximately 5mm (.197 inches approx) in diameter that run down the length of one side of each sheet every 1,000mm (39.37 inches approx) and in 13 mm (0.5 inches approx) from the edge of the sheet. These are required for manufacturing purposes and are not a legitimate reason to reject material.

(d) Samples issued for promotional purposes are not acceptable as control samples.

#### **26. Granex™ / Bead Blast product:**

(a) The nature of Granex product is that the tone may vary between different sheets and batches of raw material. Unless control samples are agreed Rimex is not responsible for differences in tone and appearance of the Granex product.

(c) The Granex product can be supplied with minor defects which are present in the raw material. This is the nature of the finish.

- (d) Samples issued for promotional purposes are not acceptable as control samples.
- (e) Beyond the fact that we use a glass bead blast media to produce the product, detailed specifications of the bead blast media are not available.

**27. MetalArt™ / combination finish product:**

- (a) Rimex is not responsible for any defects in artwork or drawings that are supplied by the customer in such circumstances the customer shall pay for the product and will not be entitled to reject it.
- (b) Rimex reserves the right to deliver bead blasted MetalArt product rather than etched product should production demands dictate. In such circumstances the goods cannot be rejected by the customer other than for usual quality defects and not because a bead blast finish has been supplied.

**28. Engine Turn and 3" Diamond Pattern:**

- (a) These patterns are run in Stainless Steel only
- (b) Due to the nature of the manufacturing process the pattern repeat will not be the same on every sheet.

i.e. a full circle or a full diamond at the start or end of each sheet is not possible.

- (c) Regarding squareness of pattern to the edge of the sheet, 2 times the ASTM A480 length tolerances will apply. In an 8 foot sheet the squareness of the pattern to the edge of the sheet will be 1/2 inch. ASTM standard tolerances for flatness do not apply as the process has a natural tendency to create a dished effect on the finished sheet and the pattern itself is cupped into the raw material. This applies to the 3" Diamond Pattern only.

**29. Green Building Material**

For stainless steel type 301 and 304, the percentage of recycled material used in the scrap charge is on average approximately 82-84%. Of this amount, approximately 56-63% of the recycled material is post-consumer with the remainder being post-industrial. For type 316 the percentage of recycled material is on average approximately 86%. Of this amount, approximately 54% of the recycled material is post-consumer with the remainder being post-industrial. (the math for 301 and 304 =  $(82+84)/2 * (56+63)/2 = 49.39\%$  post consumer and  $33.62\%$  post-industrial). Note: the percentages may vary from mill to mill. Rimex Metals (USA) Inc cannot guarantee these figures to be accurate pre-production.

**30. Customer Metal**

- (a) Customer is responsible to supply prime material to Rimex Metals (USA) Inc and to certify that metal meets specifications as outlined in customers order.
- (b) Rimex will process material as described by customer. However, Rimex will not be responsible for stopping coils, splitting coils or refusing to run coils or sheets if any condition exists that may jeopardize the safety of our employees or the integrity of our equipment. There will be a charge for stopping a job because of questionable material.
- (c) PVC Coated materials often leave a residue on sheets. Rimex is not responsible for any such residue and further may refuse to run such material as it may damage our equipment.
- (d) For coil orders some material may be unusable to the customer. Leaders and tails of coils may not be textured throughout. This is basically id/od damage that happens in the normal course of processing. Slight oscillation may also occur at the beginning or end of a coil when it is not under tension. Further, sometimes oscillation will occur because of an existing edge condition, gauge variation, an oily surface, a drop in hydraulic pressure or a loss of power. All material is left on the coil to protect the coil from further damage from handling. On severely oscillated coils Rimex suggests that metal be shipped eye to side to minimize damage in transit.
- (e) The texturing process will not change the size of material in regards to width. However, the length may shrink or grow slightly depending on the type of metal, the thickness of the metal and the pattern it is run in.

**31. Hot Rolled – Cold Rolled Steel:**

- (a) For dry material like hot rolled, Rimex will not honor any claims with regards to rust.
- (b) For oiled material – claims for rust will be considered within 30 days of shipment.
- (c) For coil orders a total of 45 lineal feet may be unusable to the customer. This is basically id/od damage that happens in the normal course of processing. This unusable material is left on the coil to protect the coil from further damage from handling. No claims will be honored for 45 lineal feet of material.

**32. Heat Treatable Aluminum**

When rolling standard 2-sided patterns into heat treatable aluminum, the metal will typically have some shape problems. The depth of the pattern will dictate just how much of a deviation from a flat sheet that will occur. Shallow pattern depths will offer flatter sheets but may not be functional in terms

of texture. Deeper patterns will produce serious flatness deviations. Some sheets may actually curl up into a tube-like condition. There is no standard of flatness for a textured heat treatable aluminum sheet, therefore, no rejects for flatness will be accepted. We will typically roll for flatness unless a pre-determined pattern depth is specified by the customer

**33. Manufacturing Marks:**

Manufacturing marks can be left on material that is caused by material having to undergo additional processes due to the nature of the raw material and the finish required. These are likely to happen where material has to be electro-polished or stretcher leveled. These are required for manufacturing purposes and are not a legitimate reason to reject material.

**34. Trade Names:**

(a) Rimex owns several trade names which include, but are not limited to, 7GM®, ColourTex®, DesignScape™, Granex™, MaxiSlide™, MetalArt™, MetroGuard™, RigiTube®, Rimex® and TreadTex®.

(b) These trade names are the property of Rimex and are not to be used without the prior written approval of a director of Rimex.

**35. Applicable Law:**

The terms of any contract to which these conditions relate shall in all respects be construed and operate in conformity with the applicable State and Federal Law.

Update January 29, 2008