

SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS

Superior Metal Products, Inc. Purchase Order Terms and Conditions are not limited to the information provided below.

1. Purchase Orders

- 1.1. Vendor shall provide written acknowledgement to Buyer via fax or email within 48 hours of Purchase Order receipt accepting stated pricing and material delivery date.
- 1.2. Vendor shall advise Buyer of surcharge costs in effect at time of shipment (if applicable) via email or fax <u>prior to arrival</u> of material. Failure to do so <u>will result in non-payment</u> of surcharges.
- 1.3. Purchase Orders reflect delivered pricing unless otherwise specified.

2. Under/Over Shipping Requirements

- 2.1. Under/Over-shipment tolerance of materials ordered is 0% and up to 10% respectively.
- 2.2. Vendor shall provide Buyer written notification via fax or email of all shipping quantities not equal to the Purchase Order quantities prior to delivery.
- 2.3. Vendor shall request and obtain written authorization from Buyer to ship materials exceeding 10% of the Purchase Order quantity.
- 2.4. Material delivery exceeding 10% of Purchase Order quantity without written authorization from Buyer shall be provided <u>free</u> of charge.

3. Packing Lists & Invoices

- 3.1. Vendor packing lists and invoices shall be issued <u>per Purchase Order</u>.
- 3.2. Vendor packing lists and invoices shall reference the <u>SMP Part Number</u> for the material ordered as printed on the Purchase Order.
- 3.3. Deliveries of materials with Packing Lists and Invoices that fail to meet the above requirements will be refused at delivery.
- 3.4. All associated freight costs for refused deliveries shall be the responsibility of the Vendor.

4. Nonconforming Materials

- 4.1. Materials determined unsuitable for use or does not meet the Purchase Order's specifications shall be rejected.
- 4.2. Buyer shall provide Vendor with written notice via fax or email of nonconformance and quantity affected for disposition authorization.
- 4.3. Vendors shall be given 30 days from first notification of the nonconformance to issue and arrange disposition. If no disposition is made within 30 days, the material shall be scrapped at our facility.
- 4.4. Superior Metal Products Inc reserves the right to reject materials determined to be nonconforming up to and including inprocess production.
- 4.5. Return freight arrangements and costs for nonconforming materials shall be the responsibility of the vendor.
- 4.6. Full purchase price credit and prorated inbound freight costs (if applicable) for nonconforming materials will be deducted from the original invoice or future payments.
- 4.7. Vendors shall receive no scrap allowance for material scrapped at our facility.

5. Loading / Unloading Capacity

5.1. Coil Materials

- 5.1.1. Coils shall have minimum/maximum 16" to 20" inside diameter and maximum 60" outside diameter. Other coil sizes shall only be shipped with pre-approval from buyer.
- 5.1.2. Slit coil materials may be packaged and shipped for either side or rear-unload.
- 5.1.3. Maximum skid weight for coil materials less than 12" wide is 4,000 lbs.
- 5.1.4. Maximum skid weight for coil materials more than 12" wide is 8,000 lbs.

5.2. Sheet and Bar Stock Materials

- 5.2.1. Sheets and bar stock shall be packed SEPARATE PER GAUGE and shipped for side-unload.
- 5.2.2. Maximum sheet and bar stock skid weight is 4000 lbs.

6. Right of Refusal and/or Non-Payment

Superior Metal Products shall refuse material deliveries and/or not pay Invoice charges exceeding Purchase Order costs if terms and conditions set forth in the sections outlined above are not met. Specifically, those sections are:

- 6.1. Section 1 Purchase Orders, Item 1.2.
- 6.2. Section 2 Under/Over Shipping Requirements, Items 2.2 and 2.3.
- 6.3. Section 3 Packing Lists & Invoices, Items 3.1 and 3.2.
- 6.4. Section 4 Nonconforming Materials, Item 5.1
- 6.5. Section 5 Loading / Unloading Capacity, Items 5.1.1 5.1.4 and Items 5.2.1 5.2.2

7. Receiving Hours

- 7.1. Materials shall be received at our facility Monday through Thursday.
- 7.2. Receiving hours are from 6:30 am until 4:00 pm.

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