

Terms and Conditions

1. **Acceptance.** Atlas Wire Corporation (“Seller”), in response to Buyer’s purchase order, offers to sell Buyer the materials described on the face hereof (the “Goods”) on the terms set forth herein (“Terms”). Such Terms are specifically made a part of the order for the sale of material referred to on reverse side hereto. Any reasonable means of acceptance shall be effective as an acceptance of this offer. Acceptance of this offer is expressly limited to the terms of this offer. **Unless changes to the Terms of this agreement are submitted in writing within five (5) business days from receipt hereof and are accepted by Seller in writing, Seller shall not be bound by any terms of Buyer’s purchase order which provide conditions additional to or different from the terms hereof.** Any term or condition in any form of Buyer which has been or, at any time, may be received by Seller and which is inconsistent with, additional to, or different from the Terms is hereby expressly rejected and shall not be applicable to the sale or shipment of Goods.
2. **Prices.** Prices do not include any applicable taxes or other charges. Buyer shall pay any such taxes or other charges upon receipt of an invoice from Seller.
3. **Shipment.** Unless otherwise specifically agreed to, as indicated on the face hereof, all prices are for Goods packed for domestic shipment and for delivery F.O.B. Seller’s business address, Illinois. All risk of loss shall be upon the Buyer from the point of shipment unless specifically agreed to otherwise. Buyer shall pay all transportation and delivery charges to final destination.
4. **Terms of Payment.**
 - a. Seller’s acceptance of Buyers purchase order is specifically subject to credit approval.
 - b. Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the goods ordered.
 - c. Partial shipments may be made and payments therefore shall become due in accordance with the Terms. Failure to deliver any part of the material specified in said order shall not relieve Buyer from the obligation to accept and pay for all other material delivered pursuant to said order or other orders.
 - d. Buyer shall pay all accounts in full according to the terms hereof and not exercise any rights of setoff or counterclaim against invoices submitted. Each shipment shall be deemed a separate sale and made under a separate agreement.
 - e. A 1-1/2% per month service charge will be assessed on unpaid balances past 30 days.
 - f. Buyer agrees to pay all reasonable fees and expenses incurred in connection with Buyer’s breach, including without limitation reasonable attorney fees, court costs and collection fees.
5. **Security Interest and Default.** Seller shall retain a security interest in the Goods delivered hereunder until the total selling price, including without limitation, delivery and other charges are paid in full by Buyer. Buyer agrees to do all acts necessary to perfect and maintain said security interest, including, but not limited to executing a financial statement at the request of the Seller. To protect Seller’s interest, Buyer shall adequately insure the Goods against loss or damage from any external cause, with Seller named as insured or co-insured until the purchase price is paid in full.
6. **Warranty/Limitation.** SELLER EXPRESSLY WARRANTS FOR 1 YEAR FROM DATE OF SHIPMENT THAT GOODS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER PROPER AND NORMAL USE. SELLER DISCLAIMS ALL OTHER WARRANTIES EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Limitation of Buyer’s Remedies.** Buyer’s remedy for defective or non conforming Goods is limited to repair, or at Seller’s option, replacement of defective or non conforming Goods, or parts thereof. Buyer shall not return Goods prior to receipt of written authorization by Seller. All returns of Goods not authorized by Seller shall be at Buyer’s sole cost and expense. IN NO EVENT SHALL SELLER BE LIABLE FOR PAYMENT OF ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR IN TORT, including, but not limited to, any damages for loss of profits, damages owed to third parties, airfreight or express freight charges, labor charges for removal and/or replacement of non-conforming or defective Goods, nor for any other cost or expense beyond the actual cost of repair or replacement of the Goods.
8. **Seller Remedies.** Buyer’s failure to timely settle any bill shall, at Seller’s sole option, release the Seller from the obligation to make further deliveries to Buyer. If Buyer shall fail to accept delivery of conforming Goods or otherwise be in default, Seller may declare the full amount due and payable without notice or demand, and, as remedy for such breach, repossess the Goods and/or retain any monies paid by Buyer. Remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies of Seller at law or in equity.
9. **Force Majeure.** Seller shall have no liability to Buyer for any loss, damage, or expense from any delay or failure of performance due to any cause beyond Seller’s control, including, without limitation, war, strike or other labor difficulty, work stoppages or slowdowns, transportation shortages, power, labor or material, freight embargo or other interruption or delay of transportation service riot or civil commotion, acts or regulations of public authorities, default of the supplier, mechanical failures, severe weather conditions, fire or other casualty, or other acts of God.
10. **Cancellation.** Buyer may cancel or modify any order solely upon the prior written consent of Seller.
11. **Returns/Rejections.** All rejections and/or claims for nonconforming goods require notification to Seller within thirty (30) days of receipt by Buyer and are subject to inspection by Seller. Goods must be in the form and condition originally delivered to Buyer, Seller has no obligation to accept rejections and/or claims for processed or altered, either in full or in part, Goods. Any claims or rejections not timely made are waived.
12. **Miscellaneous.** These terms and conditions of sale shall be construed in accordance with the law of the State of Illinois. The parties expressly agree that jurisdiction and venue of any action arising under this agreement shall be in a court of competent jurisdiction in Cook County, Illinois. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications with respect thereto. Said order may not be assigned by the Buyer without the Seller’s prior written consent. Facsimile signatures shall have the binding legal effect of an original signature.