



# Terms of Sale

These Terms of Sale constitute a contract between you and Rule Steel Tanks, Inc. ("Rule Steel"). Please carefully review these Terms of Sale because the Terms of Sale set forth the rights, obligations, limitations and exclusions that apply to you.

**1. AGREEMENT** By purchasing or guarantying the purchase of the products from Rule Steel, you agree with these Terms of Sale. Except as specifically provided herein, these Terms of Sale prevail over any terms or conditions contained in any other documentation and expressly exclude any general terms and conditions of sale or any other document or purchase order. This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein. Notwithstanding the foregoing, in the event the parties have entered and signed a separate, written agreement, which contain term of sale which conflict with the terms of sale provided herein, the terms of the written agreement shall prevail with respect to any contradictory statements.

**2. CASH SALE** All domestic purchases will be paid by cash, check or credit card in the net amount of the invoice on or before the time of delivery unless Rule Steel agrees in Rule Steel's sole discretion to extend to you an open account or other credit. All international purchases will be paid by credit card in the net amount of the invoice on or before the time of delivery. Rule Steel may, in its sole and absolute discretion, allow you to pay by electronic deposit.

**3. OPEN ACCOUNT SALE** All purchases on open account are due and payable within 30 days of receipt of the invoice unless you and Rule Steel agree in writing to a different payment plan. Amounts unpaid by the 30th day of your receipt of the invoice incur interest of 1.50% PER MONTH (an ANNUAL PERCENTAGE RATE OF 18%), or the maximum amount allowed by the applicable state law, whichever is less. Interest is compounded monthly. If you become insolvent, are named in any legal, arbitration or other proceeding to collect money, or file bankruptcy, then all amounts owed to Rule Steel become immediately due and payable. Creditcard payments are acceptable at the time of ordering; however, credit cards cannot be used to pay for products purchased through delayed billing. A surcharge may be imposed on all statement balances paid by credit card.

**4. ERRORS** Rule Steel may correct at any time all extension, price, description and other errors on any invoices, statements or other documents. The document, as corrected, will be the effective document.

**5. PAYMENTS** All payments will apply first to attorney fees and collection costs, then to accrued interest on oldest unpaid invoices, and then to principal due on oldest unpaid invoices, unless otherwise indicated by your remittance advice. You will pay Rule Steel a \$25.00 service fee on all returned checks.

**6. SECURITY INTEREST** To secure all obligations owed by you to Rule Steel, you grant Rule Steel a first priority security interest in any products purchased from Rule Steel, including without limitation all goods, equipment, and inventory, and all proceeds, renewals, substitutions, replacements, additions and accessions thereto, until all obligations to Rule Steel are paid in full. The security interest granted under this provision constitutes a purchase money security interest under the Idaho Uniform Commercial Code.

**7. DEFAULT** If your account is not paid when due, or if you have not complied with any other term or condition of your application for credit, these Terms of Sale, or any other agreement with Rule Steel, then you are immediately in default without further notice to you.

**8. RULE STEEL'S REMEDIES ON DEFAULT** If you are in default, then Rule Steel may, in Rule Steel's sole discretion and without further notice to you, exercise any one or more of the following actions and remedies: (a) temporarily or permanently suspend any further shipments to you, (b) temporarily or permanently suspend your credit, (c) temporarily or permanently ship to you only if you pay cash on delivery ("COD") or if you pay in advance, (d) temporarily or permanently close your account with Rule Steel and terminate any further transactions with you, (e) exercise Rule Steel's rights as a secured creditor under applicable law, (f) collect the amounts owed to Rule Steel, including without limitation initiating a lawsuit, and (g) take any other action or pursue any other remedies which Rule Steel deems appropriate. Once Rule Steel takes any action or remedy because of your default, including without limitation the remedies listed in this paragraph, Rule Steel is not obligated to (a) restore your account and credit or (b) provide you with any other account or credit terms even if you pay the past due amounts in full and satisfy any other requirements of Rule Steel.

**9. TITLE AND RISK OF LOSS** Delivery shall be made FOB Rule Steel's facility. Title and risk of loss to the goods and products shall transfer from Rule Steel to you upon the earlier of (i) the departure of the shipment from Rule Steel's facility or (ii) delivery and/or tender of the products to the carrier.

**10. DELAYS** Rule Steel is not responsible for the inability to provide goods purchased or delay in providing goods purchased caused or effected by accidents, strikes, weather, war, riots, terrorism, shortage of products or labor by manufacturers, interference or obstruction of transportation routes, carrier shortages, damage to carrier, damage to goods by carrier, any act of God, failure of utilities or telecommunications, or other causes beyond Rule Steel's control. Rule Steel will perform as soon as practicable after the cause of the delay is removed.

**11. TAXES AND SHIPPING CHARGES** You will pay all applicable shipping charges and taxes that arise because of the sale and delivery of the products to you. Shipping and delivery charges are dependent on the location, and will be disclosed upon request. The taxes and shipping and delivery charges will appear on the invoice, or you will directly pay the shipper and tax authority. Rule Steel will charge and collect from you all federal excise and state sales taxes that Rule Steel is required to collect. If Rule Steel does not collect sales or use tax from you, you are solely responsible for complying with your state's sales and use tax. Rule Steel will collect the applicable federal excise tax.

**12. RETURNS, REFUNDS, AND CREDITS** Carefully read your invoice and check the status of information on backorders, partial shipments, etc. Check the carton for any damage that may have occurred during shipment. If the package was damaged in shipment, please call Customer Relations at 1-208-585-3031 before returning. Additionally, you must inspect the products within three (3) days of receipt and notify Rule Steel in writing of any products which (i) do not conform to the make, model number, UPC or SKU listed in the applicable purchase order; (ii) do not materially conform to the specifications, as agreed upon by the parties; or (iii) materially exceed the quantity of goods ordered pursuant to the purchase order or other written sale of goods agreement.

If you have received merchandise in error, Customer Relations will make immediate arrangement to correct your order and your return surface shipping will be reimbursed. You must call Customer Relations at 1-208-585-3031 for a return authorization number and return

mailing address. All returns must be in salable condition and made within 30 days of invoice date - no exceptions. Upon inspection, you will receive credit or refund (in Rule Steel's sole discretion), on merchandise only; we will not refund or provide a credit for shipping and handling fees or return postage. Any credit issued by Rule Steel will not exceed the product's actual purchase price and must be used within one year from the date of issuance. A 20% restocking fee will apply to all returns. For your protection, please insure the package for its full value. CODs are not accepted.

Upon receipt of products, it is your responsibility to carefully inspect and properly remove road grime, abrasives, chemicals, dust, or other residues from all surfaces that may have been deposited during the manufacture or shipment of the goods and products. Use or storage of the goods and products without properly removing residues may result in rust or corrosion. Failure to promptly and properly remove adhesive film from any protective sheeting and other wrappers may cause difficulty in subsequently removing these materials and leave residues. You shall assume total responsibility for any damage to the goods resulting from the failure to promptly and properly remove residues, wrappers or adhesive film.

## 13. DISCLAIMER AND LIMITATION OF WARRANTIES AND REMEDIES

**A. LIMITED WARRANTY.** For the period of one (1) year from the date of shipment, Rule Steel warrants that the products delivered will be free from any material defects in workmanship or materials. This nontransferable limited warranty does not apply to any Rule Steel product (i) which has been reconstructed, repaired or altered by persons or entities other than Rule Steel or its authorized representative, which (in Rule Steel's sole judgment) affects the product's structure, stability, or reliability, (ii) which was subjected to misuse, neglect, accident or abnormal use or storage, or (iii) has been used with any third-party products or product that has not been previously approved in writing by Rule Steel.

ORAL STATEMENTS BY RULE STEEL'S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY PURCHASER, AND ARE NOT PART OF THE CONTRACT FOR SALE. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SPECIFICALLY SET FORTH IN THESE TERMS OF SALE.

THIS WARRANTY DOES NOT EXTEND TO PRODUCTS MANUFACTURED BY THIRD PARTY ENTITIES ("Third Party Product"). With respect to Third Party Products, Rule Steel shall convey, to the extent transferable, the warranty, if any, of the Third Party Product manufacturer or producer.

**B. DISCLAIMER OF WARRANTIES.** Rule Steel makes no warranties that extend beyond the description on the face of this limited warranty. Rule Steel makes no other express or implied warranties, including without limitation, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT OR PERFORMANCE OF PRODUCTS, AND NO IMPLIED WARRANTY ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR ADVERTISING. This limited warranty is the full and complete statement of Rule Steel's limited warranty of the Rule Steel products, constitutes the entire and completely integrated limited warranty of Rule Steel, supersedes all other statements, and cannot be varied by any oral or other written statement.

RULE STEEL IS NOT RESPONSIBLE FOR CORROSION OR SUITABILITY OF USE FOR ANY MATERIAL IN ANY PARTICULAR APPLICATION. THE CORROSION RESISTANCE AND SUITABILITY OF USE FOR A MATERIAL IS DEPENDENT ON OPERATING ENVIRONMENT, CONDITIONS, CLEANING PRACTICES, AND MANY OTHER FACTORS BEYOND THE CONTROL OF RULE STEEL. THE PURCHASER OF THE PRODUCT/EQUIPMENT BEARS TOTAL RESPONSIBILITY FOR CORROSION OR SUITABILITY FOR USE OF ALL MATERIALS IN THEIR PARTICULAR APPLICATION.

**C. REMEDIES.** Your exclusive remedy for breach of the limited warranty is to return the products for refund of the purchase price, or repair and replacement of the nonconforming products. Rule Steel has the exclusive right to select the remedy. IN NO EVENT SHALL RULE STEEL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, CLAIMS BY PURCHASER'S CUSTOMERS, OR DAMAGE OR LOSS TO OTHER PROPERTY OR EQUIPMENT ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OF SALE. The remedies of the purchaser, and any other party, arising out of or related to the goods, set forth herein are exclusive, and the liability of Rule Steel with respect to the goods, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the goods sold hereunder, whether arising out of contract, negligence, strict liability, tort, or under any warranty, or otherwise, SHALL NOT EXCEED THE PRICE YOU PAID FOR THE SPECIFIC PORTION OF THE GOODS/PRODUCT UPON WHICH THE LIABILITY IS BASED.

**D. PAYMENT REQUIRED.** Rule Steel's limited warranties, as set forth in this Section 13, are effective only if Rule Steel has received payment in full for the products.

**14. DISPUTES, AUTHORIZATION FOR VENUE AND JURISDICTION.** All disputes between you and Rule Steel, including without limitation actions to obtain payment, will be governed by Idaho law and the venue will be located in Boise, Idaho. You expressly submit to the personal and subject matter jurisdiction and venue of the state and federal courts in Boise, Idaho. You, Rule Steel, and the guarantor, if any, are the only parties to this agreement, and there are no intended or incidental third-party beneficiaries. In any dispute the prevailing party will recover from the other party reasonable attorney fees and costs, collection agency fees, and any other costs incurred.

**15. CHANGES IN TERMS** At Rule Steel's sole discretion, the Terms of Sale may be modified, amended, or otherwise revised, at any time by notifying you at your statement address at least 30 days in advance of the effective date of the change. In addition, due to volatility in raw material, labor and other costs, Rule Steel may increase any prices quoted to you for products and/or shipping to reflect increased costs outside of Rule Steel's reasonable control. Rule Steel may notify you of such increases at any time prior to shipment and such increases will be effective and binding immediately. All changes to the Terms of Sale will apply to all purchases, returns or other transactions that occur on or after the effective date of the change. You agree with the Terms of Sale by making purchases, returns or other transactions, or by continuing to owe money to Rule Steel, on or after the effective date of the change. If you disagree with the changes in the Terms of Sale, you will stop any further transactions and will repay any money you owe Rule Steel, before the effective date of the change. The Terms of Sale, and all updates to the same, are located on our website at [www.rulesteel.com](http://www.rulesteel.com).