

1. The basis of this quotation is contingent upon the Terms, Conditions and Agreements as listed here-in. These Terms, Conditions and Agreements shall apply to any subsequent Purchase Order. Any alternate Terms, Conditions or Agreements may be proposed by the customer but will void the Quotation unless agreed to in writing prior to acceptance of a Purchase Order.
2. Unless otherwise stated on the face hereof, all prices are F.O.B. cars or trucks at the Keech Steel Corporation. If otherwise stated, the freight rate in existence at the date of this quotation shall apply and any change in freight rate in effect on shipment date shall result in a corresponding change in price, purchaser to pay all switching and transportation charges in addition to actual freight. Payment of all monies due under this contract shall be made upon receipt of invoices, unless otherwise stated.
3. Purchaser agrees to pay any and all present or future sales and excise taxes on all equipment, merchandise and material included in this contract, in addition to process herein specified. In the event a question arises as to whether the transaction is taxable, purchaser agrees to remit to seller the amount of tax, pending specific ruling, and to accept such ruling as final unless purchaser thereafter desires to contest the same at his own expense. If the project is tax exempt please supply a copy of the tax exempt certificate with the purchase order.
4. Title and right of property shall remain in seller, notwithstanding delivery, until the full purchase price has been paid. Purchaser's bankruptcy, receivership, or failure to pay any payment when due shall, at the option of the seller, mature the entire unpaid portion of the purchase price without notice and seller may declare this agreement terminated, enter the premise and retake possession of said property, whereupon all payments made by purchaser will be forfeited as liquidated damages, rental and costs.
5. Seller reserves the right of possession of each item of equipment ordered until the delivery thereof. Seller reserves the right of stoppage in transit of each item of equipment and if prior to delivery credit of purchaser becomes impaired or purchaser becomes insolvent, as such fact may be determined by seller, seller may suspend delivery under this contract without liability except under such terms as it deems satisfactory.
6. All damages to equipment from whatever source occurring after delivery to carrier and thereafter while in the possession of purchaser are assumed by purchaser.
7. Keech Steel Corporation warrants all material and workmanship for a period of 90 days after shipment. No guarantees are made regarding performance or suitability of design. No other warranties are offered. All claims must be submitted to Keech Steel Corporation in writing with reasonable time for Keech Steel Corporation to investigate the claim and determine a course of action. Neither party shall be liable to the other party for any indirect, special, or consequential damages
8. In addition to any contractor or statutory lien, Client hereby grants Company a lien to any real or personal property in which the Work, materials, or supplies are provided or relate to. Client grants Company permission to file a notice of lien with any applicable entity or organization

Company deems necessary to protect or enforce this lien interest. Client expressly waives any slander or title claim against Company, its affiliates or assigns to protect or enforce the lien granted herein.

9. For Customers with approved credit all invoices for fees, services performed, and materials and supplies purchased by the seller are due 30 days after submittal of the invoice. After 30 days Purchaser agrees to pay interest on the unpaid balance of any sums due seller under this agreement at the rate of 18% per annum. Purchaser agrees to pay all costs including a reasonable attorney's fee incurred in the enforcement of this agreement. Should buyer choose to pay with credit card (Visa, Mastercard or Discover) a 3% processing fee will be added to the quoted/P.O. price. Customers without approved credit will be COD. Partial payments may be requested.
10. Any provisions of this Agreement prohibited by law of any state shall be ineffective as to said state to the extent of such prohibition without invalidating, modifying or affecting the remaining provisions of this Agreement.
11. This Agreement shall be governed by the laws of the State of Utah. Except to the extent to foreclose or enforce any lien, any claim arising from or relating to this Agreement may only be brought in the state or federal courts located within the State of Utah.
12. The delivery dates specified in the quotation are based on current projected shop space, manpower and availability of materials or merchandise which are subject to change without any notice. Delivery schedules are subject to review at time of a purchase order. Seller shall not be liable for any damage or loss to purchaser resulting from delays caused by inability of seller to procure materials or merchandise ordered from delays caused by strikes, fire, act of God, governmental action or regulation, or from other causes beyond the control of seller.
13. Client/Buyer shall indemnify, defend and hold Seller and each of their respective affiliates, officers, managers, members agents, heirs, successors, attorneys and assigns harmless from and against any and all losses company may suffer through and resulting from, arising out of, related to or caused by client's breach of its obligations, promises, warranties and or covenants in this Agreement.
14. Provided that the Seller and Purchaser cannot resolve a dispute through good faith mediation, then either party in its sole discretion, may invoke binding arbitration by the American Arbitration Association ("AAA") in Utah pursuant to the AAA's Commercial Arbitration Rules, and if applicable, Construction Industry Arbitration Rules. The failure to invoke arbitration shall not be a waiver of any such dispute except as otherwise provided in this Agreement. The arbitrator's decision shall be in writing but shall be as brief as possible. The arbitrator shall assign the reasons for his decision. The decision of the arbitrator shall be binding upon the parties without the right to appeal to the courts. Each party shall bear their own costs in such dispute resolution, including without limitation, reasonable attorney fees. An election to arbitrate under this Section 14 shall not apply to an action by the seller to foreclose or enforce a lien.

15. Unless otherwise specified, notices required to be given by either party to the other under this Agreement shall be in writing and sent by U.S. Mail or E-mail. Buyer agrees to provide Seller with current contact information at all times, including appointed contact.
16. Unless otherwise stated the Buyer agrees to provide Seller with the design, plans, specifications or instructions for seller to follow concerning the work.
17. Seller shall maintain at his own expense insurance coverage that includes general liability, and if applicable, fidelity bond, state and federal unemployment and workers compensation insurance.