

DOCUMENTS AND ATTACHMENTS SUPPLIED HERewith MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO BARSPLICE PRODUCTS, INC., "BPI", FC INDUSTRIES, INC., "FCI", AND OR FC INTERNATIONAL, INC., INTENDED SOLELY FOR THE NAMED ADDRESSEE. IF YOU ARE NOT THE NAMED ADDRESSEE: (i) YOU ARE HEREBY NOTIFIED THAT THE UNAUTHORIZED DISCLOSURE, USE, DISSEMINATION OR COPYING, IN WHOLE OR IN PART, OF THESE DOCUMENTS AND ATTACHMENTS, IS STRICTLY PROHIBITED; (ii) YOU SHALL NOT READ, FORWARD, DISCLOSE, COMMUNICATE, OR OTHERWISE USE SAID DOCUMENTS, OR ANY PART THEREOF, IN ANY MANNER, OR IN ANY FORM, WHATSOEVER; (iii) YOU MUST DELETE ANY ELECTRONIC VERSION OF THE SAME FROM YOUR SYSTEM; (iv) YOU MUST URGENTLY NOTIFY THE SENDER OF THE WRONG DELIVERY AND (v) YOU MUST MAKE ARRANGEMENTS WITH THE SENDER FOR THE SAFE RETURN OF ALL HARD COPIES.

THE TERMS AND CONDITIONS HEREIN, OR THOSE POSTED WITH THE MOST RECENT EFFECTIVE DATE AT www.barsplice.com WHEN AN ORDER IS ACCEPTED, SHALL CONSTITUTE THE AGREEMENT BETWEEN BPI AND BUYER OR BUYER'S AGENT "BUYER" IN ITS ENTIRETY AND SHALL SUPERSEDE ALL PREVIOUS STATEMENTS, REPRESENTATIONS AND AGREEMENTS, ORAL OR WRITTEN, MADE BY THE PARTIES OR THEIR REPRESENTATIVES, INCLUDING WITHOUT LIMITATION, DIFFERENT OR CONFLICTING PROVISIONS OF THE BUYER'S PURCHASE ORDER.

1. QUOTATIONS – BUYER SHALL AT ALL TIMES BE RESPONSIBLE FOR PROVIDING BPI WITH ACCURATE INFORMATION CONCERNING REINFORCING BAR SIZES, GRADES, CONFIGURATIONS AND QUANTITIES WHEN REQUESTING QUOTATIONS. BPI DOES NOT PERFORM TAKE-OFFS AS A SERVICE. BUYER SHALL SUPPLY BPI COPIES OF DOCUMENTS, TECHNICAL SPECIFICATIONS, QUALITY REQUIREMENTS, MATERIAL IDENTIFICATION REQUIREMENTS, DOMESTIC CONTENT REQUIREMENTS, AND OTHER SUCH INFORMATION NECESSARY TO FULLY COMPLY WITH SPECIFIC PROJECT SPECIFICATIONS AND OR CODE OF CONSTRUCTION. UNLESS OTHERWISE NOTED, WRITTEN QUOTATIONS SHALL AUTOMATICALLY EXPIRE 30 DAYS FROM THE DATE OF QUOTATION & SHALL BE SUBJECT TO EARLIER TERMINATION OR CHANGE BY NOTICE FROM BPI. WHEN MILL CERTS ARE REQUIRED, BUYER MUST INFORM BPI BEFORE PLACING A PURCHASE ORDER. CHANGES TO REINFORCING BAR SIZES, BAR GRADES, QUALITY SYSTEM, AND OR QUANTITY REQUIREMENTS THAT AFFECT BPI QUOTATIONS SHALL BE CAUSE FOR NULLIFICATION OF THOSE QUOTATIONS. UNLESS CONFIRMED IN WRITING WITHIN 10 DAYS, BPI SHALL HAVE NO LIABILITY IN RESPECT OF ANY ORAL QUOTATION OR ORAL AGREEMENT. ACCEPTANCE OF BUYER'S PURCHASE ORDER OR CHANGE-ORDER BY BPI SHALL BE SUBJECT TO CONTRACT REVIEW. THE TERMS AND CONDITIONS OF BUYER'S PURCHASE ORDER SHALL NOT BE BINDING UPON BPI. IN THE EVENT THAT BUYER IS PURCHASING PRODUCTS FOR A SPECIFIC PROJECT, THERE SHALL BE NO ASSUMPTION OF THIRD PARTY CONTRACTUAL OBLIGATIONS BY BPI. ONLY BPI'S WRITTEN QUOTATION AND OR ACKNOWLEDGMENT AND BUYER'S ASSENT TO THE TERMS AND CONDITIONS OF SALE CONTAINED THEREIN SHALL BE BINDING UPON THE PARTIES.

2. PRICES – UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BPI, ALL PRICES IN BPI'S PRICE LIST, QUOTATIONS, OR ACKNOWLEDGMENTS SHALL BE IN U S DOLLARS, AND SHALL BE SUBJECT TO CHANGE AT ANY TIME PRIOR TO ANY SHIPMENT. PRICE ESCALATION PROVISIONS SHALL APPLY IN CASES WHERE BPI'S WRITTEN QUOTATIONS EXTEND BEYOND 30 DAYS FROM THE ORIGINAL QUOTATION DATE. ACCORDINGLY, AFTER 30 DAYS FROM THE QUOTATION DATE, IN THE ABSENCE OF ANY OTHER WRITTEN STATEMENT BY BPI AND SUBJECT TO PREVAILING MARKET CONDITIONS, BUYER SHALL EITHER PAY "PRICE-IN-EFFECT AT TIME OF SHIPMENT" OR SHALL PAY AN INCREASE EQUAL TO 1.5% AFTER 30 DAYS AND 1.5% PER MONTH COMPOUNDED THEREAFTER. SURCHARGES FOR SCRAP, ZINC, MANGANESE, FUEL, ENERGY, AND OR OTHER COMMODITIES MAY BE ADDED TO INVOICES IN THE EVENT SUCH CHARGES ARE LEVIED AGAINST BPI BY OTHERS. FREIGHT ESTIMATES, SHALL BE BASED ON THEORETICAL WEIGHTS. PRE-PAID FREIGHT CHARGES SHALL BE ADJUSTED UP OR DOWN AT THE TIME OF SHIPMENT AND ADDED TO THE INVOICE TO REFLECT ANY AND ALL CHANGES, INCLUDING CHANGES OR CORRECTIONS IN SHIPPING WEIGHT, CHANGES IN CARRIER, CHANGES IN TRANSPORTATION MODE AND CHANGES IN PREVAILING FREIGHT RATE. ALTERNATELY, SHIPMENTS SHALL BE SENT FREIGHT COLLECT.

3. ERRORS – BPI RESERVES THE RIGHT TO CORRECT ERRORS IN SPECIFICATIONS, PRICES, AND ESTIMATED FREIGHT CHARGES DUE TO TYPOGRAPHICAL, CLERICAL OR ENGINEERING ERRORS OR BECAUSE OF INCOMPLETE OR INACCURATE INFORMATION FROM BUYER OR BECAUSE OF CODE CHANGES OR OTHER CHANGES BEYOND THE CONTROL OF BPI.

4. TERMS – STANDARD DOMESTIC TERMS SHALL BE NET 30 DAYS, FOB BPI'S PLANT IN DAYTON, OHIO. DELINQUENT ACCOUNTS SHALL BE SUBJECT TO 1½% PER MONTH LATE CHARGE. INTERNATIONAL TERMS SHALL BE (i) BY WIRE TRANSFER PAYMENT IN ADVANCE OF SHIP DATE OR (ii) BY IRREVOCABLE AND CONFIRMED LETTER OF CREDIT. THERE WILL NOT NORMALLY BE ANY EXCEPTION TO DOMESTIC OR INTERNATIONAL TERMS WITHOUT BPI'S PRIOR WRITTEN APPROVAL. BPI RESERVES THE RIGHT NOT TO ACCEPT PURCHASE ORDERS AND TO SUSPEND SERVICES AS IT SEES FIT, WITHOUT PRIOR NOTIFICATION.

5. CREDIT APPROVAL – SHIPMENTS AND DELIVERIES SHALL AT ALL TIMES BE SUBJECT TO THE APPROVAL OF BPI'S CREDIT DEPARTMENT AND IN CASE BPI HAS ANY DOUBT AS TO THE BUYER'S RESPONSIBILITY, BPI MAY DECLINE TO MAKE ANY SHIPMENTS, EXCEPT UPON RECEIPT OF SATISFACTORY SECURITY OR CASH BEFORE SHIPMENT.

6. SHIPMENT, PERFORMANCE, AND LIMITATION OF LIABILITY – PRODUCT AVAILABILITY SHALL BE SUBJECT TO CHANGE AFTER THE ISSUANCE OF ANY QUOTATION. ANY SPECIFIED SHIPMENT DATE OR DATES SHALL BE ESTIMATES ONLY. BPI SHALL HAVE NO LIABILITY ON ACCOUNT OF PRIOR PURCHASES OF PRODUCTS BY OTHERS, ANY DELAY OR FAILURE TO MANUFACTURE, SHIP OR DELIVER ANY PRODUCTS OR FURNISH ANY SERVICE, DUE DIRECTLY OR INDIRECTLY TO FIRE, ACT OF GOD, ACCIDENT, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, MATERIAL OR EQUIPMENT SHORTAGE OR UNAVAILABILITY, INADEQUATE TRANSPORTATION, GOVERNMENT ORDER OR REGULATION OR OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND BPI'S CONTROL. BPI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, DOWN TIME, OR ANY CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT DUE TO BPI'S NEGLIGENCE OR FORESEEABLE BY BPI. FAILURE TO MAKE SHIPMENT AS PROMISED SHALL NOT BE CONSIDERED SUFFICIENT CAUSE FOR CANCELLATION. FREIGHT RATES PREVAILING AT TIME OF SHIPMENT SHALL BE EFFECTIVE ON ALL SHIPMENTS.

7. SHIPPING, LOSS, AND DAMAGE – RISK OF LOSS OR DAMAGE TO PRODUCTS SHALL PASS TO BUYER UPON DELIVERY TO THE FIRST CARRIER OR BUYER'S REPRESENTATIVE. APPARENT SHORTAGE OR VISUAL DAMAGE TO SHIPPING CONTAINERS BY THE CARRIER SHALL BE NOTED ON BOTH CONSIGNEE'S AND CARRIER'S DELIVERY RECEIPT OR RECORD. BPI AND CARRIER'S LOCAL OFFICE SHALL BE NOTIFIED IN WRITING OF ANY LOSS, APPARENT SHORTAGE OR DAMAGE IMMEDIATELY, BUT NO LATER THAN 24-HOURS AFTER THE TIME OF DELIVERY. SUCH NOTIFICATION SHALL INCLUDE AN INSPECTION REPORT SUPPORTING THE LOSS OR DAMAGE CLAIM. BPI SHALL HAVE NO OBLIGATION TO THE BUYER IF THIS PROCEDURE IS NOT FOLLOWED.

8. CANCELLATION AND/OR DEFERRED DELIVERY – ORDERS SHALL NOT BE CANCELLED WITHOUT THE WRITTEN CONSENT OF BPI AND ONLY THEN UPON PAYMENT BY BUYER FOR ALL COMPLETED PRODUCTS AT THE UNIT PRICE, AND FOR RAW MATERIAL, UNAMORTIZED TOOLING, ENGINEERING, HANDLING AND OVERHEAD CHARGES INCURRED BY BPI. NO DELIVERY SHALL IN ANY EVENT BE DEFERRED FOR MORE THAN 60 DAYS WITHOUT THE WRITTEN CONSENT OF BPI. STRIKES OR WORK STOPPAGES AT THE JOB-SITE OR BUYER'S PLACE OF BUSINESS SHALL NOT BE REASON TO DEFER OR CANCEL ORDERS.

9. RETURNS – NO RETURNS OF DOMESTICALLY SOLD PRODUCTS SHALL BE ACCEPTED WITHOUT PRIOR APPROVAL AND THE ISSUANCE OF A RETURN GOODS AUTHORIZATION NUMBER, "RGA", BY BPI, WITH A RESTOCKING CHARGE SET BY BPI. CUSTOM MADE, OR MODIFIED PRODUCTS SHALL NOT BE RETURNED. ALL REINFORCING BAR CONFIGURATIONS FABRICATED BY BPI TO BUYER'S DIMENSIONS ARE CLASSIFIED AS SPECIAL. THE MINIMUM BASE RESTOCKING CHARGE SHALL NORMALLY BE 25% OF THE SALE PRICE FOR STANDARD COMMERCIAL-GRADE PRODUCTS AND 40% FOR NUCLEAR-GRADE PRODUCTS. THE MAXIMUM QUANTITY THAT SHALL NORMALLY BE ACCEPTED FOR RETURN SHALL BE 5% OF EACH PRODUCT SIZE. ALL RETURNS, EXCEPT FOR DEFECTIVE PRODUCTS, MUST BE RE-SALEABLE. ALL CHARGES INCURRED, INCLUDING RETURN FREIGHT CHARGES, CLEANING, REPAIR AND DE-RUSTING, SHALL BE BUYER'S RESPONSIBILITY AND WILL BE BILLED TO BUYER ACCORDINGLY. NO RETURNS OF INTERNATIONALLY SOLD PRODUCTS SHALL BE ACCEPTED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BPI'S INTERNATIONAL DEPARTMENT.

10. TELEPHONED INSTRUCTIONS – BPI ACCEPTS NO RESPONSIBILITY, AND BUYER SHALL NOT HOLD BPI RESPONSIBLE, FOR ERRORS OR MISUNDERSTANDINGS, WHETHER OR NOT DUE TO BPI'S NEGLIGENCE, IN COMPLYING WITH ORDERS OR INSTRUCTIONS GIVEN TO BPI OR TO A THIRD PARTY FOR TRANSMITTAL TO BPI BY TELEPHONE.

11. TESTING OF STANDARD PRODUCTS – COSTS FOR TESTING, INCLUDING PRODUCT COSTS, LABORATORY COSTS, REINFORCING STEEL COSTS, LABOR COSTS AND ANY RELATED COSTS SHALL BE THE RESPONSIBILITY OF BUYER. ANY SPECIAL TESTS PERFORMED BY BPI FOR THE BUYER WILL BE QUOTED AND BILLED TO THE BUYER.

12. SPECIAL OR MODIFIED PRODUCTS – PRODUCTS NOT CATALOGUED, OR REQUIRING DEVIATION FROM STANDARD, SHALL BE SUBJECT TO ENGINEERING, TOOLING AND TEST CHARGES SET BY BPI. COSTS FOR "PRODUCTION" TESTING SHALL BE THE RESPONSIBILITY OF BUYER. CHANGES IN DESIGN, MANUFACTURE, OR ASSEMBLY, REQUIRED BY BUYER SHALL BE AT BUYERS EXPENSE, WITH A WRITTEN CHANGE-ORDER REQUIRED. THE POTENTIAL FOR PART LOSS THROUGH MANUFACTURING RISKS MAY NECESSITATE SHIPMENT OF LARGER QUANTITY OF PARTS BY BPI THAN THE ORDER CALLS FOR. FOR ORDERS INVOLVING A QUANTITY OF TEN OR MORE, EXTRAS NOT EXCEEDING 10% OF THE ORIGINAL ORDER SHALL BE SHIPPED AND BILLED WITH THE ORDER.

13. MODIFIED OR DISCONTINUED PRODUCTS – BPI MAY MODIFY OR DISCONTINUE ANY PRODUCT, OR LINE OF PRODUCTS, AT ANY TIME WITHOUT LIABILITY, EXCEPT TO REFUND ANY AMOUNTS ALREADY PAID FOR ANY SUCH PRODUCTS WHICH HAVE BEEN ORDERED BUT NOT YET DELIVERED.

14. TOLERANCES – UNLESS OTHERWISE AGREED IN WRITING, ALL TOLERANCES & DIMENSIONS SHALL BE STANDARDS CUSTOMARILY EMPLOYED BY BPI. PRODUCTS SUPPLIED OUT-OF-TOLERANCE SHALL BE REJECTABLE ONLY IF FOUND TO BE TECHNICALLY INADEQUATE WHEN COMPARED TO PROJECT SPECIFICATIONS FOR MECHANICAL SPLICES OR HEADED REINFORCEMENT DEVICES.

15. PATENTS – BPI SHALL ASSUME NO LIABILITY FOR PATENT INFRINGEMENT. BUYER SHALL INDEMNIFY AND SAVE BPI HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BECAUSE OF PATENT INFRINGEMENT CLAIMS.

16. WARRANTY, CLAIMS, AND EXCLUSIVE REMEDIES – AT THE TIME OF SHIPMENT, BPI'S PRODUCTS SHALL BE WARRANTED ONLY TO CONFORM TO THE DESCRIPTION GIVEN BY BPI AND TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. UNLESS STATED IN WRITING BY BPI, NO OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS, SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF ANY OF BPI'S PRODUCTS. CLAIMS FOR ERRORS, APPARENT SHORTAGES, DEFECTS, OR NON-CONFORMITIES, ASCERTAINABLE UPON INSPECTION, SHALL BE MADE IN WRITING WITHIN 5 DAYS AFTER BUYER'S RECEIPT OF PRODUCTS. BPI SHALL HAVE NO OBLIGATION TO BUYER IF THIS PROCEDURE IS NOT FOLLOWED. PRODUCTS CLAIMED NONCONFORMING OR DEFECTIVE SHALL BE PROMPTLY RETURNED TO BPI FOR INSPECTION. CLAIMS NOT MADE AS PROVIDED ABOVE AND WITHIN THE APPLICABLE TIME-PERIOD SHALL BE BARRED AND OF NO EFFECT. BPI SHALL IN NO EVENT BE RESPONSIBLE IF THE PRODUCTS HAVE NOT BEEN STORED OR USED IN ACCORDANCE WITH ITS SPECIFICATIONS AND RECOMMENDED PROCEDURE. BPI SHALL NOT BE RESPONSIBLE FOR RUSTING OR CORROSION OF PRODUCTS, OR THE PERFORMANCE OF RUSTED OR CORRODED PRODUCTS AFTER DELIVERY TO BUYER. AT ITS OPTION, EITHER BPI SHALL REPAIR OR REPLACE NONCONFORMING OR DEFECTIVE PRODUCTS FOR WHICH IT IS RESPONSIBLE, OR RETURN TO BUYER THE PURCHASE PRICE. THE FOREGOING STATES BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF BPI'S WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF ANY PRODUCT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BPI SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWN TIME OR DELAY, LABOR, REPAIR, MATERIAL COSTS OR ANY CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER. BPI SHALL NOT BE RESPONSIBLE FOR DAMAGE FROM THE USE OF EQUIPMENT AND OR PRODUCTS NOT MARKETED BY BPI. THE USE OF BPI'S EQUIPMENT AND OR PRODUCTS OUTSIDE OF THAT FOR WHICH THEY ARE DESIGNED IS DANGEROUS AND NOT ENDORSED BY BPI. BPI SHALL NOT BE HELD RESPONSIBLE FOR INJURY OR DAMAGE THAT RESULTS THERE-FROM. BPI'S OPERATING AND SPlicing AND SAFETY MANUAL(S) SHALL BE FOLLOWED FOR CORRECT AND SAFE INSTALLATION. ALL JOB-SITE TESTING SHALL BE THE RESPONSIBILITY OF BUYER. IF BUYER, OR THIRD PARTY, OTHER THAN BPI, CUTS, ROLLS, OR OTHERWISE ALTERS THE ENDS OF REINFORCING BARS BY THREADING, TO ENGAGE COUPLERS SUPPLIED BY BPI, THEN BUYER SHALL BECOME THE MANUFACTURER OF BAR ENDS AND SHALL BE FULLY RESPONSIBLE FOR THREAD QUALITY, PERFORMANCE, AND MECHANICAL SPLICE BEHAVIOR, INCLUSIVE OF PROPER STRENGTH AND OTHER ATTRIBUTES.

17. JOB-SITE INSTRUCTION – WHEN REQUESTED BY BUYER, BPI WILL FURNISH BUYER A QUALIFIED PERSON TO TRAIN THE USERS AT THE JOB-SITE IN THE PROPER AND SAFE USE OF BPI PRODUCTS AND EQUIPMENT. THE CHARGE FOR SUCH TRAINING SHALL BE AS STATED UNDER "EQUIPMENT LEASE" – MANUALS, TRAINING, AND SAFETY. SUCH TRAINING SERVICE WILL BE FURNISHED WHEN POSSIBLE ON THE DATE REQUESTED BY BUYER, PROVIDED BUYER FURNISHES BPI ADEQUATE ADVANCE NOTICE. OTHER ON-SITE SERVICES, SUCH AS, BUT NOT LIMITED TO, ENGINEERING SERVICES, WITNESSING, AND OR ON-CALL SUPPORT, WILL BE QUOTED UPON REQUEST. BPI SHALL HAVE NO LIABILITY ARISING OUT OF AFORE STATED SERVICES IN EXCESS OF THE AMOUNT, IF ANY, PAID THEREFOR BY BUYER.

18. EQUIPMENT LEASE – BUYER (LESSEE) MAY LEASE OR CAUSE THE EQUIPMENT USER TO LEASE SWAGING EQUIPMENT, TOOLS, GAGES, PARTS, AND OR GOODS, “EQUIPMENT” FROM BARSPICE PRODUCTS, INC., “BPI” (LESSOR) TO INSTALL AND OR INSPECT BPI PRODUCTS. IN THAT EVENT, A DESCRIPTION OF THE EQUIPMENT, ITS VALUE, DELIVERY ADDRESS, AND JOB REFERENCE SHALL BE LISTED ON AN EQUIPMENT RECORD AND THEREUPON THE TERMS AND CONDITIONS OF THIS EQUIPMENT LEASE SHALL BECOME EFFECTIVE. SWAGING EQUIPMENT SHALL INCLUDE HYDRAULIC PUMPS, HYDRAULICALLY ACTUATED PRESSES, HIGH PRESS HYDRAULIC HOSES, SWAGING DIES, AND SYSTEM ACCESSORIES. WHEN THE COMPLETE SWAGING EQUIPMENT SYSTEM IS NOT PROVIDED BY BPI, NO QUALITY ASSURANCE STATEMENTS CAN BE MADE BY BPI WITH REGARDS TO SUITABILITY, FITNESS FOR USE, SAFETY, INSTALLED SPLICE STRENGTH, AND PERFORMANCE ATTRIBUTES. IF THE BUYER LEASES EQUIPMENT FROM BPI, THE BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THE EQUIPMENT LEASE WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AS IF PART OF THE TERMS AND CONDITIONS OF SALE:

(A) LEASE TERM: THE TERM OF THE EQUIPMENT LEASE SHALL COMMENCE ON THE DAY OF SHIPMENT FROM LESSOR AND END ON THE DAY OF RETURN TO LESSOR'S PLACE OF BUSINESS, DAYTON, OHIO, USA.

(B) RATES AND BILLING CYCLES: LESSOR SHALL INVOICE LESSEE BY THE DAY. THE MINIMUM RENTAL CHARGE SHALL BE ONE WEEK (7 DAYS), WHETHER OR NOT THE LESSOR USES OR HAS THE EQUIPMENT THAT LONG. AN INVOICE FOR RENT SHALL BE GENERATED AT THE END OF THE MONTH IN WHICH THE SHIPMENT FROM LESSOR TAKES PLACE, AND SHALL BE PAYABLE NET 30 DAYS. SUCCESSIVE INVOICES SHALL BE GENERATED ON A BILLING CYCLE COINCIDING WITH THE END OF EACH MONTH THEREAFTER OR UPON RETURN OF EQUIPMENT, WHEN RECEIVED AT LESSOR'S PLACE OF BUSINESS PRIOR TO THE END OF A MONTH.

(C) LOCATION AND USE: SWAGING EQUIPMENT SHALL BE UTILIZED ONLY BY LESSEE'S EMPLOYEES AND ONLY FOR THE PURPOSE OF MECHANICALLY CONNECTING, SPLICING, AND OR HEADING REINFORCING BARS BY THE COLD-SWAGE METHOD. LESSEE SHALL USE ONLY THE BARGRIP FAMILY OF COUPLERS AND CONNECTORS, BPI-GRIP COUPLERS AND CONNECTORS, AND OR GRIP-TWIST™ COUPLERS, OR OTHER PRODUCTS APPROVED BY BPI WITH THE SWAGING EQUIPMENT.

(D) DELIVERY AND RETURN COSTS: LESSOR SHALL DELIVER THE EQUIPMENT, AT THE COST OF LESSEE, TO THE DELIVERY ADDRESS DESIGNATED ON THE EQUIPMENT RECORD. LESSEE SHALL, AT THE TERMINATION OF THE EQUIPMENT LEASE, SHIP THE EQUIPMENT, AT THE COST OF LESSEE (PREPAID), TO LESSOR'S PLACE OF BUSINESS. SHIPMENT SHALL BE BY THE MOST EXPEDIENT FREIGHT METHOD RECOMMENDED TO LESSEE BY LESSOR. IF EQUIPMENT IS RETURNED “COLLECT”, THE LESSEE SHALL USE A CARRIER SPECIFIED BY LESSOR AND THEREAFTER LESSEE SHALL PAY ALL FREIGHT AND SERVICE CHARGES BILLED TO LESSEE BY LESSOR.

(E) MANUALS, TRAINING, AND SAFETY: LESSOR SHALL SUPPLY LESSEE WITH LESSOR'S OPERATING AND SPLICING AND SAFETY MANUAL(S) WHICH LESSEE SHALL READ PRIOR TO OPERATING THE EQUIPMENT. IF SUCH MANUALS ARE LOST EITHER DURING SHIPPING OR DURING USE ON SITE, BPI WILL ENDEAVOR TO SUPPLY ADDITIONAL COPIES UPON REQUEST. IN ADDITION, AT LESSEE'S REQUEST, LESSOR SHALL PROVIDE LESSEE WITH JOB-SITE INSTRUCTION BY A QUALIFIED PERSON TO TRAIN THE EQUIPMENT USERS IN THE PROPER AND SAFE USE OF THE EQUIPMENT, FOR WHICH LESSEE SHALL BE CHARGED A PREVAILING AMOUNT PER DAY PER MAN, INCLUDING TRAVEL TIME, BASED UPON AN 8-HOUR DAY, PLUS ALL EXPENSES, WHICH SHALL BE QUOTED BY BPI UPON REQUEST. LESSEE SHALL BE RESPONSIBLE FOR DESIGNATING COMPETENT PERSONS TO UNDERGO TRAINING TO OPERATE THE EQUIPMENT. IN NO EVENT SHALL THE EQUIPMENT USER OPERATE THE EQUIPMENT WITHOUT REFERENCE TO UP-TO-DATE OPERATING AND SPLICING AND SAFETY MANUAL(S). IF THERE IS NO JOB-SITE INSTRUCTION BY BPI, LESSEE SHALL BE RESPONSIBLE FOR ITS OWN INSTRUCTION PURSUANT TO SUCH MANUAL(S) AND BPI SHALL NOT BE RESPONSIBLE FOR IMPROPER OR INCOMPLETE INSTRUCTION.

(F) INDEMNIFICATION AND TAXES: LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL LICENSE REGISTRATION FEES, CUSTOMS DUTIES AND FEES, SALES TAXES, USE, AD VALOREM AND OTHER TAXES (OTHER THAN TAXES ON THE NET INCOME OF LESSOR) IMPOSED AGAINST LESSOR, LESSEE OR THE EQUIPMENT BY ANY FEDERAL STATE OR LOCAL GOVERNMENT OF TAXING AUTHORITY, DURING THE TERM OF THE EQUIPMENT LEASE UPON OR WITH RESPECT TO THE EQUIPMENT.

(G) CONFIDENTIALITY: LESSEE AGREES TO RETAIN IN CONFIDENCE, AND TO REQUIRE ITS EMPLOYEES AND AGENTS TO RETAIN IN CONFIDENCE, ALL INFORMATION, AND KNOW-HOW TRANSMITTED TO LESSEE OR SUCH EMPLOYEES OR AGENTS BY LESSOR, AND TO MAKE NO USE OF SUCH INFORMATION AND KNOW-HOW EXCEPT IN CONNECTION WITH THE USE AND OPERATION OF THE EQUIPMENT.

(H) OPERATION AND REPAIR COSTS: BY REFERENCE TO UP-TO-DATE OPERATING AND SPLICING AND SAFETY MANUAL(S), LESSEE SHALL EXERCISE THE UTMOST CARE IN SAFELY OPERATING THE SWAGING EQUIPMENT. IF THE EQUIPMENT, OR ANY PART THEREOF, REQUIRES REPAIR, LESSEE SHALL RETURN THE SAME TO LESSOR AND LESSOR WILL ENDEAVOR TO PERFORM ALL NECESSARY REPAIRS. THE RETURN OF THE EQUIPMENT AND ALL REPAIRS THERETO, SHALL BE AT LESSEE'S SOLE COST AND EXPENSE, OTHER THAN RETURN AND REPAIRS OF THE EQUIPMENT RESULTING FROM REASONABLE WEAR AND TEAR, AND FOR DEFECT(S) DETERMINED BY BPI TO HAVE EXISTED AT TIME OF DELIVERY, WHICH SHALL BE AT LESSOR'S COST AND EXPENSE.

UPON RECEIPT OF THE EQUIPMENT AT THE TERMINATION OF THE EQUIPMENT LEASE, LESSOR SHALL INSPECT THE EQUIPMENT TO ENSURE THAT IT IS IN AS GOOD ORDER AND CONDITION, ALLOWING FOR REASONABLE WEAR AND TEAR, AS WHEN THE EQUIPMENT LEASE COMMENCED. LESSEE SHALL BE RESPONSIBLE FOR THE COST AND EXPENSE OF ANY REPAIRS OR REPLACEMENTS NECESSARY FOR BPI TO RESTORE THE EQUIPMENT TO SUCH CONDITION. IF THE EQUIPMENT HAS BEEN DAMAGED, LESSOR SHALL NOTIFY LESSEE OF ITS INTENT TO INVOICE LESSEE FOR REPAIR COSTS. LESSEE SHALL BE GIVEN FIVE (5) DAYS AFTER SUCH NOTICE TO VISIT BPI'S PLANT TO OBSERVE THE DAMAGE. FAILURE OF THE LESSEE TO PROVIDE SATISFACTORY EVIDENCE OF LACK OF LIABILITY THEREFOR WITHIN FIVE (5) DAYS SHALL RESULT IN THE ASSUMPTION OF LIABILITY BY LESSEE.

(I) RIGHT TO INSPECTION: LESSOR SHALL AT ANY TIME DURING NORMAL BUSINESS HOURS HAVE THE RIGHT TO ENTER THE SITE WHERE THE EQUIPMENT IS LOCATED FOR THE PURPOSE OF INSPECTING AND EXAMINING THE EQUIPMENT, ITS CONDITION, USE, AND OPERATION TO ENSURE COMPLIANCE BY LESSEE WITH ITS OBLIGATIONS UNDER THE EQUIPMENT LEASE. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL HAVE NO DUTY TO INSPECT THE EQUIPMENT AND SHALL NOT INCUR ANY LIABILITY OR OBLIGATION DUE TO NOT MAKING ANY SUCH INSPECTION. LESSOR RESERVES THE RIGHT TO REMOVE THE EQUIPMENT OR CAUSE REMOVAL OF THE EQUIPMENT FROM THE SITE OF USAGE FOR ANY JUSTIFIABLE REASON, INCLUDING MISUSE, NONPAYMENT OF INVOICES, OR ANY BREACH OF THE TERMS AND CONDITIONS OF THE EQUIPMENT LEASE. **(J) LOSS, DAMAGE, AND INSURANCE:** LESSEE, AT ALL TIMES UNTIL REDELIVERED TO LESSOR, SHALL HOLD THE EQUIPMENT AT ITS SOLE RISK FOR DAMAGES INCURRED FROM LOSS OR DESTRUCTION. IF THE EQUIPMENT OR ANY PART THEREOF SHALL BE DESTROYED OR LOST BEFORE REDELIVERY TO LESSOR, LESSEE SHALL PAY TO LESSOR IN RESPECT TO EACH ARTICLE SO LOST OR DESTROYED, THE SUM SET OPPOSITE THE PARTICULAR PIECE OF EQUIPMENT IN THE EQUIPMENT RECORD. LESSEE SHALL AT ALL TIMES INSURE THE EQUIPMENT AGAINST LOSS OR DAMAGE IN AMOUNT AT LEAST EQUAL TO THE VALUE SHOWN ON THE EQUIPMENT RECORD, NAME BPI AS THE LOSS PAYEE AND ADDITIONAL INSURED AND FURNISH LESSOR EVIDENCE OF SAME.

(K) ACCIDENTS, CLAIMS, AND INDEMNIFICATION: MISUSE, LACK OF SUPERVISION, AND OR LACK OF INSPECTION OF THE EQUIPMENT AND ITS USAGE, CAN CONTRIBUTE TO SERIOUS ACCIDENTS. LESSEE SHALL INDEMNIFY AND DEFEND LESSOR, AND HOLD LESSOR HARMLESS, AGAINST ANY CLAIM ASSERTED AGAINST LESSOR BY ANY PERSON INCLUDING LESSEE, ITS EMPLOYEES AND AGENTS, ARISING OUT OF THE DEATH OR INJURY TO ANY PERSON, OR DAMAGE TO THE PROPERTY OF ANY PERSON WHICH RESULTED, OR IS ALLEGED TO HAVE RESULTED, DIRECTLY OR INDIRECTLY FROM ANY OPERATION OR USE OF THE EQUIPMENT. LESSEE AGREES TO MAINTAIN PUBLIC LIABILITY INSURANCE COVERAGE IN THE AMOUNTS PRESCRIBED BELOW AND AGREES TO FURNISH LESSOR WITH EVIDENCE OF SUCH PUBLIC LIABILITY INSURANCE. THE INSURANCE SHALL HAVE AT LEAST THE FOLLOWING MINIMUM LIMITS: BODILY INJURY: EACH PERSON - \$ 500,000; EACH ACCIDENT - \$1,000,000; PROPERTY DAMAGE: \$ 500,000. LESSEE SHALL GIVE LESSOR TEN DAYS WRITTEN NOTICE PRIOR TO CANCELLATION OR MATERIAL CHANGE IN THE INSURANCE COVERAGE REQUIRED HEREBY.

(L) WARRANTY: LESSOR WARRANTS THAT PRIOR TO DELIVERY THE EQUIPMENT WAS JUDGED TO BE IN PROPER OPERATING ORDER AND REPAIR EXCEPT AS EXPRESSLY STATED IN THE EQUIPMENT RECORD. LESSOR, BY VIRTUE OF HAVING LEASED THE EQUIPMENT OR BY VIRTUE OF ANY NEGOTIATIONS IN RESPECT TO SUCH LEASE, HAS NOT MADE AND DOES NOT MAKE ANY OTHER REPRESENTATION OR WARRANTY EXPRESSED OR IMPLIED, AS TO CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT.

(M) TITLE: LESSOR IS NOW AND SHALL CONTINUE TO REMAIN THE OWNER OF THE LEGAL TITLE TO THE EQUIPMENT. LESSEE SHALL AT ALL TIMES KEEP THE EQUIPMENT FREE AND CLEAR OF ANY AND ALL CLAIMS LIENS, AND ENCUMBRANCES OF LESSEE'S CREDITORS OR OTHER PERSONS.

(N) NO ASSIGNMENT OR SUBLEASE: LESSEE SHALL NOT ASSIGN OR SUBLET ITS INTEREST IN THE EQUIPMENT LEASE, THE EQUIPMENT, OR ANY PART THEREOF OR INTEREST THEREIN, WITHOUT LESSOR'S WRITTEN CONSENT.

(O) DISTRIBUTOR, DEALER, AND THIRD PARTY LIABILITY: IN THE EVENT LESSEE IS A DISTRIBUTOR, DEALER, SUPPLIER, OR OTHER THIRD PARTY, AND SUBLEASES OR ASSIGNS THE EQUIPMENT TO THE ACTUAL USER, WITH LESSOR'S WRITTEN CONSENT, IT SHALL BE LESSEE'S RESPONSIBILITY TO MAKE SURE SUCH SUB-LESSEE OR ASSIGNEE IS SUPPLIED WITH, READS AND UNDERSTANDS LESSOR'S OPERATING AND SPLICING AND SAFETY MANUAL(S) PRIOR TO OPERATING THE EQUIPMENT. LESSEE SHALL NEVERTHELESS REMAIN LIABLE FOR THE PAYMENT OF THE RENT SET FORTH IN THE EQUIPMENT RECORD AND FOR THE PERFORMANCE OF ALL TERMS AND CONDITIONS SET FORTH IN THE EQUIPMENT LEASE.

(P) TERMINATION: LESSOR SHALL, AT ITS OPTION AND WITHOUT NOTICE, TERMINATE THE EQUIPMENT LEASE AND TAKE POSSESSION OF THE EQUIPMENT WHEREVER FOUND IF LESSEE VIOLATES ANY OF THE TERMS OF THE EQUIPMENT LEASE.

