



NEW MILLENNIUM

A Steel Dynamics Company

STANDARD EXCLUSIONS & QUALIFICATIONS

The Quote is subject to the following exclusions and qualifications:

<ol style="list-style-type: none">1. New Millennium Building Systems, LLC, ("Seller") specifically excludes the following:<ol style="list-style-type: none">a. Professional engineer seal on drawings;b. Holes, clips, plates or other mechanisms for attachment of work by any other trades or any other third parties;c. All loose bracing and ties except joist girder bottom chord braces;d. Shear studs or shear stud layouts;e. Deck lengths shorter than 6'-0";f. Deck accessories unless noted on face of this Quote; andg. Weld washers for 22-gauge deck and thicker.2. Concentrated Loads: All joist design loads shall be included in the structural drawings. When the structural drawings include concentrated loads for which exact dimensional locations are provided (or which have been specified as a "bend load"), Seller's product will accommodate such loads. Other specified concentrated loads in excess of 100 pounds, for which exact dimensional locations are not provided in the structural drawings, must be placed at a joist panel point or will require a field installed web member at Buyer's expense.3. Price is based on the use of moment/axial plates or angles for interior joists/girder connections. Plates/angles not supplied by Seller.4. No consideration for effects of UL Ratings for specified joist, bridging and deck.	<ol style="list-style-type: none">5. Seller will only include bolts to connect Seller's product. Seller's bolts shall not be used to connect to any other product.6. Joist seats are only sloped in the direction of the joist, not side to side (no canted seats).7. Unless specifically agreed to by and between parties and set forth in writing below in Section 19 ("Additional Terms"), Seller does not warrant or certify that its products comply with any federal, state, or local "Buy American" law, or any similar statute, act or ordinance that requires the use of domestically produced steel products in publicly funded projects (collectively "Buy American Provisions"). Seller expressly and specifically disclaims any liability to Buyer, Buyer's customer, any owner or agent of owner and any governmental entity for any loss, expense or cost (including attorney's fees) arising out of any failure to comply with any Buy American Provisions.8. The parties agree that any changes to the Exclusions and Qualifications must be agreed to in writing either on the face of Seller's Quotation or specifically set forth in Section 19 below.
---	---

GENERAL SALE TERMS AND CONDITIONS

1. **JOIST PRIMER.** Buyer acknowledges that Seller applies a one-dip coat of standard gray temporary protective primer via dip method in accordance with SJI standards and subject to the SJI paint disclaimer as set out in SSPC-15, which Buyer has reviewed and accepts. The primer is intended as a temporary coating to protect the steel for only a short period of exposure in certain atmospheric conditions. This primer may have to be removed prior to finishing paint or fireproofing, depending upon Buyer's paint system. Seller makes no representations with respect to the compatibility or suitability of this primer with Buyer's use, finish coat and/or fireproofing. The primer coating may require touch-up/repair as a result of the following: (1) abrasions from dunnage and handling at the job site; (2) dirt; (3) diesel smoke; (4) road salt; and (5) weather conditions during storage. Seller is not responsible for any touch-up application of the temporary protective primer.

2. **DECK PRIMER.** The deck primer is intended to protect the deck for only a short period of exposure in certain atmospheric conditions and shall be considered an impermanent and provisional coating. Scratches and abrasions due to dunnage and material handling are unavoidable. Extensive touch up may be required. Seller assumes no responsibility for field painting or touch-up after shipment, handling or site storage. White primed deck is dramatically affected by rust staining. Extraordinary care must be taken in handling and storage at the site. Steel deck should be stored off the ground with one end elevated to allow for proper drainage. Buyer should protect deck with a ventilated waterproof covering to avoid condensation. Seller assumes no responsibility for compatibility between galvanized deck or primed deck and Buyer's use, finish coat and/or fireproofing.

3. **SJI AND SDI STANDARDS.** All (a) joists and/or joist girders, bridging, and accessories (collectively referred to in this quote as "Joists") shall conform only to the specifications of the Steel Joist Institute ("SJI"), including welding; and (b) decking shall conform only to the specifications of the Steel Deck Institute ("SDI"). Buyer acknowledges familiarity with SJI and SDI. AWS welding is expressly excluded.



NEW MILLENNIUM

A Steel Dynamics Company

4. GENERAL TOLERANCES AND VARIATIONS; INFORMATION PROVIDED BY OTHERS. In the absence of a specific SJI or SDI standard specification, all joists and decking ("Products"), shall be subject to tolerances and variations consistent with usages of the trade and regular practices, regardless of the exactness of the specification. Seller shall not be responsible for the correctness, adequacy or consistency of any specifications or other information furnished by Buyer or other third parties (including, without limitation, the project architect and/or project engineer) regardless of how the specification is communicated.

5. CONTROLLING TERMS. These General Sale Terms and Conditions ("General Terms") are incorporated into, and become a part of, each quote, purchase order, release, work order, sale, invoice, and other agreement, whether expressed in written form, by electronic data exchange or other format, relating to the Products and/or services to be provided by Seller (collectively referred to as the "Quote"). Seller agrees to sell to Buyer only on the condition that Buyer assents to all of the terms and conditions set forth herein. Shipments by Seller shall not be deemed acceptance of any provision of Buyer's purchase order, confirmation, or any other Buyer communication, which is different from, inconsistent with, a modification of or in addition to the terms in this Quote and these General Terms. All prior proposals, negotiations, course of dealings, representations, and agreements, if any, are superseded and merged herein, unless amended in a separate written agreement signed by authorized representatives of Seller and Buyer stating that it is intended to amend these Terms and Conditions. These General Terms will apply except to the extent inconsistent with any such amendment. If Buyer accepts this Quote and/or Buyer issues a purchase order to Seller, Buyer will be deemed to have agreed that these General Terms are incorporated into the contract of sale and any additions to, changes in, modifications of, or revisions of these General Terms which Buyer proposes or includes in any purchase order or other document or procedure in use by Buyer will be deemed to have been rejected by Seller.

6. QUANTITIES AND PRICES. All quantities shown in the Quote for the Products are Seller's good-faith estimate of the product needed to complete the Buyer's project per the plans and specifications reviewed and acknowledged by Seller. Seller's price is not conditioned on the quantities shown on the Quote, unless Seller agrees on the face of the Quote to provide the specific Products in Buyer's estimate list. The price on the face of the Quote shall expire, unless accepted within thirty (30) days from the date of the Quote. If accepted, the purchase price of the Products shall be as stated on the face of the Quote.

7. TERMS OF PAYMENT. Subject to Seller's credit approval, and unless Buyer is notified to the contrary by Seller's Credit Department, Buyer shall be allowed a discount of ½% if payment in full is received by Seller within ten (10) days of invoice date. The net invoice amount shall be paid in full without setoff or defense within thirty (30) days from date of invoice. Buyer shall not be allowed retainage. Buyer is responsible for payment for any sales, use, value added or other tax applicable on purchases that are not exempt under proper exemption certificates delivered by Buyer. If Buyer fails to make payments as set forth herein, in a manner that reasonably indicates Buyer's inability to pay for the Products, Seller is entitled to terminate this Quote and any other orders pending between the parties until and unless Buyer provides evidence of its financial solvency deemed acceptable to Seller. Seller shall have the right to employ an attorney to collect all balances due, and Buyer agrees to pay all collection costs incurred by Seller, including its reasonable attorney's fees. Buyer hereby agrees to provide any and all information necessary to file, perfect, and/or record a security interest, lien and/or bond within five (5) days of a request for such information by Seller.

8. CREDIT APPROVAL. Performance of work and shipment of the Products is subject to approval by Seller's Credit Department. Seller may at any time condition its performance upon receipt of advanced payment, acceptable security, or Buyer's agreement to other reasonable credit-related terms and conditions. Buyer shall be responsible for payment to Seller of damages arising out of Seller's performances to date if Buyer's failure to provide acceptable assurance of payment results in termination of this Quote. Buyer represents that by placing its order, it is not insolvent as that term is defined in the Uniform Commercial Code, and, should it become insolvent before delivery of the Products, it will notify Seller. Failure to notify Seller shall be deemed to constitute a written representation of Buyer's solvency as of the date of shipment.

9. ORDER MODIFICATION. If Buyer requests changes to the signed Quote, the delivery date, or any other changes which, in Seller's judgment, impacts its costs, risks or other matters, then Buyer and Seller must agree to the changes in writing or the order shall be deemed cancelled in accordance with Section 10. The parties shall have a reasonable time to agree to any changes proposed by Buyer and to agree upon a new delivery date caused by these changes.

10. ORDER CANCELLATION. In the event Buyer cancels or is deemed to have cancelled its order as set forth above under Section 9, Seller shall be entitled to payment for Seller's work and material to the date of Buyer's cancellation.

11. SHIPMENT/RISK OF LOSS. The cost of shipping is included in the price of this Quote. Risk of loss shall be borne by the party responsible for the selection of the carrier. If Seller selects the carrier then risk of loss shall pass upon delivery to the job site location; however, if Buyer selects the carrier, then risk of loss shall pass to Buyer upon delivery to Buyer's carrier. The parties acknowledge that shipping may expose the Products to road salt and agree that Seller is not responsible for any resulting damage to the Products regardless of which party selects the carrier.



NEW MILLENNIUM

A Steel Dynamics Company

12. **DELIVERY.** Seller will exercise all reasonable diligence to deliver the Products by the date specified but shall not be responsible for any delays due to any cause beyond Seller's reasonable control. If Buyer (a) requests deferral of shipment of the Products that have already been manufactured, and Seller, in its discretion, agrees to the same, or (b) Buyer or third parties otherwise fail to provide information or documentation necessary for Seller to proceed with shipment of the Products in the ordinary course, Seller reserves the right to charge Buyer reasonable storage fees on delayed shipments and, further, Seller may invoice Buyer when and as fabrication of the Products is completed, notwithstanding that the Products have not shipped.

13. **WARRANTIES AND LIMITATION OF LIABILITY.** Seller warrants that the Products are transferred to Buyer free and clear of any monetary liens or encumbrances, other than the lien or bond claim or rights held by Seller under applicable law as to any portion of the purchase price not paid by Buyer. Seller further warrants that for a period of 1 year following date of delivery the Products shall be free from defects in workmanship and material. Subject to Section 3 above, where Buyer has provided Seller with written specifications for steel Joists and deck, and Seller has expressly listed those specifications on the face of the Quote, then and only in such case does the Seller also warrant that the Products will meet those specifications, subject to the terms and conditions set forth herein. Seller is not responsible for any revisions to the contract structural drawings and/or specifications unless the proposed revision is both provided to Seller and agreed upon in writing. Seller is not responsible for the coordination, verification or accuracy of information contained in the steel erection drawings (commonly referred to as E-drawings). Seller makes no representation and gives no warranty regarding adherence to or compliance with any state or local code or ordinance of any type or nature, including but not limited to state or local building codes and regulations, which may relate to the Products or the use thereof. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER SELLER NOR BUYER SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES.

Seller is not involved in the erection of the Products and shall not be liable to Buyer for any loss, claim, or damage relating to the improper erection of the Products. Seller shall be given the opportunity to repair any Products which do not meet Seller's warranty ("Defective Products"), and if the Defective Products have been delivered to the site, Seller has the right to perform the repairs at the site. Seller shall have no obligation for costs which could have been avoided had Seller been given the opportunity to repair. If Seller fails to timely repair any Defective Products after receiving written notice from Buyer, then Buyer shall have the right to conduct reasonable repairs to the Defective Products and charge Seller for the cost of such reasonable repairs. Nothing herein precludes Seller from disputing whether or not the Products are Defective Products.

14. **INSPECTION OF PRODUCTS.** Buyer shall promptly inspect the Products upon delivery. Any errors with respect to quantity of Products must be identified by Buyer at the time of delivery and immediately brought to Seller's attention. Acceptance of the Products shall constitute a waiver of any error with respect to shortages. Any shipping related loss or damage (other than damages and loss arising out of delay in delivery as set forth in paragraph 12 above) to the Products must be reported to Seller within three (3) business days of the Products arriving at the delivery location. All other problems or concerns with the Products and their conformity with this Quote's requirements must be communicated in writing to Seller within three (3) business days of the earlier of discovery or when the same could have been discovered through the exercise of reasonable diligence. Seller and its agents and insurers shall be allowed a reasonable opportunity to inspect the Products due to Buyer's concerns with conformity with the Quote. The Products may not be returned without Seller's prior consent. Buyer's failure to notify Seller in writing by the time periods called for by this Section 14 shall be deemed acceptance of the Products, but the Section 13 warranties remain in effect. Seller will not be responsible for any inspection, testing fees or costs conducted by third parties.

15. **ENTIRE AGREEMENT; SUCCESSORS.** This Quote constitutes the entire and exclusive agreement between the parties; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein in writing. The terms of this Quote shall be binding on, and inure to the benefit of Buyer, Seller, and their respective successors and assigns. Buyer agrees that it may not assign this Quote without the prior written consent of Seller which consent Seller shall not unreasonably withhold.

16. **OSHA QUALIFICATION.** This Quote incorporates OSHA Steel Erection Standard 29 CFR 1926 requirements. SJI sponsored research has shown that many factors affect column and near column joist stability. Limitations exist regarding the design of these joists (OSHA 1926.757(a)(3)) making them unstable to safely support a person without the need for erection bridging. Therefore, SJI and Seller recommend that the joist bridging be installed and anchored properly prior to any person going out on a joist. Joists shall be erected by either: (1) installing bridging or otherwise stabilizing the joist prior to releasing the hoisting cable; or (2) releasing the hoisting cable without having a worker on the joist. Any adjustment to final price is subject to receipt of written verification of the erection method used. For 29 CFR 1926.757(c)(5), where additional bridging terminus points are required for stability, the material and design of these points is not by Seller. Initial connection bolts used to field bolt joists during erection are included for Seller-to-Seller product connections only. Seller's joists and joist girders are NOT designed as anchorage points for fall arrest systems.

17. **CHOICE OF LAW AND VENUE.** This agreement shall be governed by the laws of the State of Indiana. Buyer consents to the exclusive jurisdiction of the state courts of Allen County, Indiana in the United States District for the Northern District of Indiana, Fort Wayne Division. Buyer waives any objection based on forum non conveniens or any objection to venue of any such action.

