

## VULCRAFT TERMS AND CONDITIONS OF SALE

All sales by the member of the Vulcraft Group of Nucor Corporation identified on the applicable sales order acknowledgement ("Vulcraft") are made subject to the following terms and conditions. Vulcraft expressly rejects any different or additional terms or conditions contained in any document(s) submitted by Buyer. Vulcraft's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer are only accepted upon issuance of Vulcraft's sales order acknowledgement.

1. Except as otherwise agreed in a writing signed by Buyer and Vulcraft, these terms and conditions constitute the entire agreement between Vulcraft and Buyer relating to the sale of such goods by Vulcraft. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Vulcraft and Buyer expressly agree that Vulcraft may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. An approved fabrication list or an approved drawing must be delivered to Vulcraft by Buyer before fabrication is scheduled. Buyer cannot modify, cancel, or otherwise alter any order without Vulcraft's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Vulcraft against loss.

3. The purchase price of the goods shall be as stated on the face of the applicable Buyer customer order coinciding with a valid Vulcraft quotation; provided, however, Buyer expressly agrees that Vulcraft in its sole discretion may adjust the purchase price to take into account market fluctuations in the price of goods in the event delivery occurs later than 16 weeks after the date of the order. Payment terms are ½ of 1% discount if paid within ten days of invoice date, net thirty days from date of invoice. Tax is not subject to discount. No retainage will be permitted. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Vulcraft against the amount owing by Buyer with full reservation of all Vulcraft's rights and without an accord and satisfaction of Buyer's liability. Any remittance marked paid-in-full or any correspondence related to any dispute must be mailed to Vulcraft at the following address where disputes are handled:

4. If, in Vulcraft's opinion, Buyer's credit becomes impaired, Vulcraft may suspend performance until such time as Vulcraft has received full payment for any goods already delivered or in process and is satisfied in its sole discretion as to Buyer's credit for future deliveries. If Vulcraft suspends performance and later proceeds with such order, Vulcraft shall be entitled to such extension of time for performance as is necessitated by the suspension. Further, in the event Buyer fails to make payment to Vulcraft, or any affiliate of Vulcraft, of any amounts due and owing to Vulcraft or such affiliate (including any applicable surcharge or freight charge), Vulcraft shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Vulcraft or any affiliate thereof may terminate any other agreement between Vulcraft or such affiliate and Buyer. Vulcraft may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Vulcraft shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Vulcraft, including its reasonable attorneys' fees.

5. All taxes of any kind levied by any federal, state, municipal or other government authority which Vulcraft is required to collect or pay with respect to the production, sale or shipment of goods sold hereunder shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Vulcraft for any such payments made by Vulcraft.

6. Vulcraft shall not be liable for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances; inability to obtain, or material increases in the cost of, fuel, raw material or parts; delays in transportation; repairs to equipment; fires; accidents; acts of war or terrorism; floods, storms and other similar occurrences. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

7. Delivery dates are approximate and are partially based upon prompt receipt of all necessary items from Buyer. All deliveries are EXW (Incoterms 2010) loaded, Vulcraft facility. Title and risk of loss shall pass upon loading at Vulcraft facility. Vulcraft reserves the right to select the mode of shipment for the goods.

8. Unloading shall be the responsibility of Buyer. If, in the opinion of a delivery truck driver, it is impractical to reach the job site to unload the goods, unloading shall take place where the truck can, in the driver's judgment, reasonably and safely proceed. The price for truck delivery includes two hours for unloading after arrival of the truck at the destination; excess unloading time charges may be charged to Buyer, and Buyer shall pay the same.

9. Buyer agrees to carefully check goods against shipping documents upon unloading at destination. Vulcraft shall not be liable for any claim for shortages or for improper or damaged goods unless such claims are specifically noted on the shipping documents at the time of unloading.

10. Vulcraft warrants to Buyer that the goods furnished hereunder will conform to the Standard Specifications of the Steel Joist Institute or the Specifications and Commentaries of the Steel Deck institute, whichever is applicable. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Vulcraft shall not have any liability for errors in design when it prepares erection drawings from designs furnished by any third party, including but not limited to Buyer.

11. No claim for damages for goods that do not conform to specifications will be allowed unless Vulcraft is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Vulcraft's prior written consent. BUYER'S EXCLUSIVE REMEDY AGAINST VULCRAFT, AND VULCRAFT'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE REPLACEMENT OR REPAIR OF GOODS THAT FAIL TO MEET THE FOREGOING WARRANTY AT THE TIME OF DELIVERY OR, AT VULCRAFT'S OPTION, A REFUND OF THE PURCHASE PRICE FOR SUCH GOODS. IN NO EVENT SHALL VULCRAFT HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL VULCRAFT HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

12. This agreement shall be governed by and construed in accordance with the laws of the state ("State") in which the Vulcraft facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdictions of the state and federal courts of the State for any litigation which may arise out of or be related to any sales by Vulcraft. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action. Vulcraft reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Vulcraft. All rights and remedies granted herein are in addition to all remedies available at law or in equity.

13. Unless otherwise provided in writing by Vulcraft, only those items listed in the Steel Joist Institute "Recommended Code of Standard Practice for Steel Joists," Section 5.2 and/or Steel Deck Institute "Recommended Code of Standard Practice" are to be furnished by Vulcraft.

14. Buyer agrees to comply with the standard specifications and Technical Digests of the Steel Joist Institute and/or the specifications and Commentaries of the Steel Deck Institute in the handling, erection and installation of the goods sold hereunder, and further agrees to follow the "Recommendations for Handling and Erecting Vulcraft Open Web Steel Joists" as shown on Vulcraft erection drawings and delivery tickets. Should erection or installation be provided by a third party, Buyer agrees to notify such party of the necessity of compliance with the foregoing. Buyer shall indemnify, defend, and hold harmless Vulcraft, its affiliates, employees and agents, from and against all claims, losses, damages, and expenses (including, but not limited to, attorney's fees and expenses) in any manner arising out of, related to, or resulting from or alleged to arise from the improper erection or installation of any Vulcraft goods, and hereby releases Vulcraft from all liability based on any such claims.