

## ACE STEEL SUPPLY, LLC - TERMS & CONDITIONS OF SALE (revised 1.9.2026)

These Terms and Conditions of Sale (the "Terms") shall apply to the sale of all Goods (as defined below) by Ace Steel Supply, LLC ("Seller") to the customer (the "Applicant"). The Applicant agrees to be bound by all of the terms and conditions contained herein and Applicant's direction to Seller to proceed with furnishing Goods to Applicant, and/or the Applicant's execution of the Credit Application, shall constitute agreement to the Terms. Applicant does hereby expressly agree that all purchases made or to be made from Ace Steel Supply, LLC shall be according to these Terms.

The Applicant agrees and authorizes Ace Steel Supply, LLC to deliver goods, products, services, materials, supplies, wares, and merchandise ("Goods") with a printed delivery receipt or bill of lading, to be signed by the Applicant upon receipt of materials. The Applicant further agrees to pay for items delivered within specified payment terms, provided there is a signed delivery receipt or bill of lading.

All Goods are assumed received in the condition as ordered unless exception is noted on the delivery ticket or bill of lading. Ace Steel Supply, LLC will, therefore, not accept damaged and/or nonconforming Goods for credit and/or refund and/or replacement unless noted on original delivery ticket/bill of lading. A written notice of nonconforming Goods shall be made within three (3) days of the date of delivery. If exception is noted and notice is timely given as required herein, then Applicant's sole and exclusive remedy for such nonconforming Goods is replacement of the nonconforming Goods, or refund of the purchase price of nonconforming Goods, at Ace Steel Supply's sole discretion. Ace Steel Supply, LLC will not accept any returns of Goods after thirty (30) from delivery date. Goods picked up by Applicant at Ace Steel Supply, LLC's warehouse or at any of our locations must be inspected prior to acceptance and cannot be returned as damaged or nonconforming. Special order items when shipped as ordered are non-returnable and nonrefundable. Returned Goods are subject to a 25% restocking fee, which may be deducted from any refund due. Ace Steel Supply, LLC is not in any way obliged to accept any damaged, cut, mutilated, altered or otherwise "not suitable for resale" merchandise.

**ACE STEEL SUPPLY, LLC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY RESPECTING THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY GOODS SOLD TO CUSTOMER OR ANY CUSTOMER OF THE CUSTOMER.** Applicant shall not, in any event be entitled to, and Ace Steel Supply, LLC shall not be liable for, any indirect, special, incidental or consequential damages of any kind arising out of or related to the Goods, any purchase or sale of the Goods, this Credit Application, or any alleged breach hereof. Ace Steel Supply, LLC's liability for damages, if any, whether based on Ace Steel Supply, LLC's negligence, breach of contract or otherwise, and no matter by whom asserted, shall not exceed the price of the particular Goods with respect to which such damages are claimed. Furthermore, Ace Steel Supply, LLC's liability is limited to providing a reasonable credit and/or allowance in respect to such Goods, or replacement of the Goods specified on the invoice in which the Goods were originally billed. Applicant shall indemnify Ace Steel Supply, LLC. for any claims and/or proceeding by Applicant, or applicants of the Applicant, or any other party seeking damages beyond the scope of Ace Steel Supply, LLC's liability as stated in this paragraph.

Ace Steel Supply, LLC's terms of payment are net 30 days from date of purchase, unless stated otherwise. A finance charge of 1% monthly, or the maximum allowed by law will be accrued on invoices not paid by the due date. If not paid on or before said due date then Applicant may be subject to account suspension, and the Applicant shall be obligated to pay all costs and expenses incurred by Ace Steel Supply, LLC in collecting any past due amounts and delinquencies, including but not limited to costs, expenses, attorney and/or court fees. Payment is to be made in U.S. Dollars and transmitted to Ace Steel Supply, LLC by ACH payment, or other method as instructed by Ace Steel Supply, LLC.

Each purchase of Goods is subject to and each invoice is due and payable in accordance with all Terms and these Terms shall govern and control each purchase of Goods, notwithstanding any contrary or inconsistent provision in any purchase order, confirmation, or any other instrument prepared by the Applicant, its employee, and/or agents. Ace Steel Supply, LLC. may at any time, and from time to time, modify the limits of credit available to the Applicant and the terms and conditions upon which credit accommodations will be extended to the Applicant. If in the judgment of Seller the financial condition of Applicant, any guarantor or other circumstances at any time prior to delivery of the Goods does not justify the Seller incurring costs, expenses and/or liabilities in connection with the order, Seller may require payment in full or in part in advance of delivery, or payment security satisfactory to Seller, or may terminate the order.

Ace Steel Supply, LLC. is hereby authorized at any time, and from time to time, to generate and/or obtain one or more credit and/or investigative reports from credit reporting agencies and/or others regarding the Applicant, its owners, partners, principals, officers, and any guarantor of the Applicant's obligations, and Applicant shall indemnify Ace Steel Supply, LLC., and its agents from any liability resulting from the credit survey.

In no event shall Seller be liable for non-delivery or any delay in delivery of the Goods or for failure or delay in the performance of any other obligations under any order arising directly or indirectly from acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, processing equipment breakdowns, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, failure to obtain timely instructions or information from the Applicant, or causes of any other kind beyond Seller's reasonable control. The foregoing provision shall apply even though such causes may occur after Seller's performance of its obligations has been delayed for other causes.

The Applicant agrees that the continued solvency of the Applicant is a precondition to any extension of credit made by Ace Steel Supply, LLC, to the Applicant. On request, the Applicant agrees to provide Ace Steel Supply, LLC with a sworn statement representing that the Applicant is and remains solvent and in good standing with their state of formation. Applicant hereby grants to Ace Steel Supply, LLC a security interest in any and all Goods purchased hereunder, together with the proceeds thereof, as security for Applicant's payment and other obligations hereunder, and Applicant agrees to execute such financing statements or other documentation as reasonably requested by Ace Steel Supply, LLC to evidence and perfect such security interest.

The Credit Application and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action arising out of or related to the foregoing, the Goods or any purchase or sale of Goods shall be in Harris County, Texas, and **CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.** These Terms remain evergreen unless replaced by a newly executed and later dated document and shall be binding upon any other organization in which Applicant may have or acquires a beneficial interest, which purchases Goods from Seller.