

Terms of Sale

Pricing

Unless otherwise stated on an Attachment or on the Quotation and Specification form, pricing is based on a minimum truckload quantity of units. Any variation in pack quantity will reflect a difference in price based upon a freight differential.

Minimum Order Quantities

The following minimum order quantities apply to orders placed and shipped direct from CSC to any customer location

Litho/Roll Coated Pails/Covers: 2000 units

All Other Plain Painted Pail/Covers: 1000 units

Manufactured Quantities

CSC manufactures all products to order, and maintains no finished goods inventory. We therefore reserve the right to ship product quantities with a variance of plus or minus 5%.

Lead Times

Depending upon seasonal business fluctuation and delivery location, lead times may vary. CSC makes every effort to keep its customers informed of changes to lead times. Special requests for rush orders will be accommodated whenever possible. Please visit <https://www.cscpails.com/capabilities/current-lead-times/> for the most up to date lead times.

Credit Terms

CSC's standard credit terms are ½% 10, net 30 days, unless otherwise noted.

Pallet Charges

Pallets are billed separately on invoices unless otherwise noted. Pallet charges vary by pail plant and can be obtained by contacting your Regional Sales Manager or consulting your quarterly price list.

Litho Plate Charges

Cleveland Steel Container coordinates all litho design and plate-making work for its customers through approved vendors. CSC bills charges for design, artwork, proofs and litho plates separately, unless otherwise noted.

Product Compatibility

As stated in Code of Federal Regulations 49, Product and Container compatibility is the sole responsibility of the shipper. Cleveland Steel Container assumes no responsibility for product compatibility testing and selection of a proper container, and makes no representations as to product and container compatibility upon sampling or sale. Proper compliance with pail closing instructions as provided by Cleveland Steel Container is the sole responsibility of the shipper.

Pail Storage

CSC is not responsible for any rust that occurs due to improper pail storage, which can include, but is not limited to, storage in semi-truck trailers, ocean shipping containers, outdoors, or poorly maintained warehouses.

Applicability

Cleveland Steel Container's Standard Terms and Conditions as included herein apply unless otherwise stated in writing.

Standard Terms & Conditions

1. ENTIRE CONTRACT:

THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FACE HEREOF CONSTITUTE ALL OF THE TERMS OF THIS AGREEMENT BETWEEN BUYER AND CLEVELAND STEEL CONTAINER CORPORATION ("Seller"). All orders and shipments are subject to the approval by seller at its offices in Niles, OH., Quakertown, PA., Streetsboro, OH., Peotone, IL., Kilgore, TX. Seller reserves the right of declining to accept any order or make any shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach of non performance of contract in whole or in part. No course of prior dealings between the parties or usage in the trade shall be relevant to supplement or explain any term used in this agreement. No waiver or alteration of terms herein shall be binding unless agreed to in writing and signed by both parties.

2. ACCEPTANCE:

Upon receipt, Buyer shall immediately inspect and test the Goods. Unless Buyer provides Seller with written notice describing with particularity of any defects or the amount of any shortage claimed within ten (10) calendar days after receipt, the Goods shall be deemed accepted by Buyer.

3. TITLE AND RISK OF LOSS

Title to Goods sold and risk of loss of such Goods shall pass to Buyer at the FOB, shipping point.

4. WARRANTY:

SELLER WARRANTS THAT GOODS SUPPLIED BY SELLER IN ACCORDANCE WITH SELLER'S OR BUYER'S SPECIFICATIONS WILL CONFORM TO SUCH SPECIFICATIONS AS OF THE DATE OF SHIPMENT. If any of the Goods are found by Seller to not conform to the specifications as of the date of shipment, such Goods will be replaced at Seller's cost. The parties hereto expressly agree that Buyer's sole and exclusive remedy against Seller shall be for the replacement of non-conforming Goods. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with free replacement of Goods in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to replace non-conforming Goods. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. No affirmation of Seller by words or action, other than as set forth in this Section 4, including without limitation, any technical advice or information regarding the Goods, whether given verbally, in writing or as test results, shall constitute a warranty, either expressed or implied. The above warranty extends only to Buyer. Goods which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any and to the extent permitted by laws, of the manufacturers thereof. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced Goods. Seller makes no warranty with respect to the compatibility of any packaging sold hereunder with the products or material to be held or transported in such packaging. Buyer assumes sole responsibility with respect to the selection of packaging which is suitable and compatible to the material or product to be held or transported therein. Any claim relating to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to Seller within the earlier of (i) ten (10) days following the date Buyer discovered or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (ii) twelve (12) months following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

5. LIMITATION OF LIABILITY:

Seller's liability for its Goods shall be limited to replacing Goods found by Seller to not meet the specifications at the time of shipment, or at Seller's option, to refunding the purchase price of such Goods, at Seller's request. Buyer will send, at Buyer's sold expense, any allegedly defective Goods to the plant of Seller which produces them.

Standard Terms & Conditions

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

7. DELAYS:

All shipping dates are based upon current availability of materials, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, expense or freight charges arising out of delays in shipment or other nonperformance caused by or imposed by: (a) strikes, fires, disasters, riots or acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor delay, or (f) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may, at its option and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance is due.

8. RETURNS:

Goods may not be returned for credit without Seller's prior consent. If Seller consents, Goods may be returned by Buyer for partial credit in accordance with Seller's return policy. All transportation charges for returned Goods are the sole responsibility of Buyer and must be prepaid. Returned Goods are subject to Seller's inspection and will not be considered for acceptance for credit unless they are, in Seller's sole discretion, in "like new" condition.

9. GENERAL CONDITIONS:

The sale of Goods hereunder shall be governed by the laws of the State of Ohio. Any notice which is required or permitted under the terms of this Agreement shall be in writing and delivered to the address of the party set forth in this Agreement. Either party may change address by written notice. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or waiver of any such right or remedy on any future occasion. The remedies herein reserved by the parties shall be cumulative and additional to any other or future remedies provided in law or at equity. In addition to the rights and remedies conferred upon Seller by law. Seller shall not be required to proceed with the performance of any order or contract if Buyer is in default in the performance of any order or contract with Seller. This contract shall be binding upon Seller and Buyer and shall insure to the benefit of their successors and assigns. Buyer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Seller. The waiver, illegality, invalidity or unenforceability of any provision appearing in this Agreement shall not affect the validity of the Agreement as a whole or the validity of any other provisions herein. No agent, salesperson or other party is authorized to bind Seller by any agreement, warranty, promise, or understanding not herein expressed.