

ACCU-STEELTM, INC. TERMS AND CONDITIONS OF SALE – EXHIBIT #1

1. SALES ORDER. Accu-Steel, Inc.'s Quotation #_____ for the purchase of building components ("Building Components") to the below-named Distributor ("Distributor") shall be referred to herein as the "Sales Order". The Sales Order, including these Terms and Conditions, shall be a binding contract between Accu-Steel, Inc. ("Accu-Steel") and the below-named Distributor upon both parties' execution of these Terms and Conditions.

2. SITE PREPARATION. Distributor agrees to timely make site available for delivery of Building Components and for Accu-Steel's workers and equipment if Accu-Steel has responsibility for erection or construction. Distributor is solely responsible for timely providing permits, licenses, site preparation, design, engineering or construction of the foundation (unless otherwise provided), underground utilities and ensuring that the site complies with all specifications and requirements set forth in the Sales Order and these Terms and Conditions. Distributor shall not hinder, delay or interfere with Accu-Steel's erection or construction responsibilities hereunder, if any, and if such event occurs, Accu-Steel shall be entitled to extended time of performance.

3. PAYMENT TERMS. All custom Building Components, or parts thereof, must be paid by Distributor in full before Accu-Steel will begin fabrication of such Building Component. For all other Building Components, Distributor shall pay Accu-Steel 40% of the total price of a Sales Order (the "Deposit"), including delivery, shipping and handling charges, taxes and any other charges, if any, before Accu-Steel will begin fabrication of the Building Components. Distributor shall pay Accu-Steel the remaining amount due on the Sales Order at or prior to Distributor's pick up of the Building Components or prior to Accu-Steel shipping the Building Components, as the case may be. If the Sales Order will cause Distributor to owe Accu-Steel more than Accu-Steel has approved as a credit limit for Distributor, Distributor must provide Accu-Steel acceptable proof of funds prior to Accu-Steel beginning fabrication of the Building Components. Proof can be provided in various ways (always subject to approval by Accu-Steel):

- A statement of sufficient funds to cover the price of the Sales Order can be provided turned in on the Distributor's lender's letterhead or bank's letterhead, and the letter should reference either the Sales Order or Quotation Number.
- A copy of Distributor's buyer's cashier's check in an amount sufficient to pay the amount due on the Sales Order with the Quotation Number on the memo line can be provided.
- The Deposit can be increased to reduce the amount remaining due to less than credit limit.
- Other options are available through the Accu-Steel credit analyst or the controller.

4. DELIVERY TERMS. Unless stated otherwise in the Sales Order, Accu-Steel does not arrange for or provide shipping of the Building Materials and cost of delivery is not included in the Sales Order. Distributor is responsible for taking delivery of the Building Components at the Accu-Steel facility in Audubon, Iowa. The delivery date will be estimated upon receipt of the Deposit. After notification that the Building Components are ready for delivery, Distributor will then have 2 weeks to take delivery of the Building Components. Accu-Steel will make a good faith effort to meet the estimated delivery date, but cannot provide any guaranty. If Distributor requests to delay the delivery date, Accu-Steel shall have the option to invoice Distributor for the remaining amount due on the Sales Order and such invoice shall be due immediately. If Accu-Steel stores Building Components or any materials used in fabrication of the Building Components to accommodate Distributor's request for a delayed delivery date, Distributor shall pay Accu-Steel upon receipt of an invoice a storage fee of \$20.00 per day and Distributor shall assume the risk of loss or damage to the same during storage. In all other events, Distributor shall bear the risk of loss as soon as it takes possession of the Building Components within the Accu-Steel facility. Distributor must contact Accu-Steel at least 2 days prior to taking delivery to set up a delivery time. Contact with Accu-Steel must be made by phone at (877)-338-6936 between the hours of 8:00am – 3:00pm prevailing central time.

5. INSPECTION. Distributor shall inspect all Building Components for damages within seventy-two (72) hours of each of the Building Components being delivered to the building site (the "Inspection Period"), as evidenced by the delivery receipt. Distributor agrees that the Inspection Period is a "reasonable opportunity" to inspect the goods within the meaning of Article 2 of the Iowa Uniform Commercial Code ("UCC"). If, within the Inspection Period, Distributor does not make an "effective rejection" of the Building Components as defined in Article 2 of the UCC, Distributor is deemed to have accepted the Building Components. Regardless of acceptance or rejection of the Building Components, in whole or in part, payment for Building Components must be made in accordance with the payment terms set forth in these Terms and Conditions. Distributor's sole rights for rejected Building Components shall be to have its customer execute the rights afforded to its customer under the Accu Steel, Inc. Limited Warranty (the "Limited Warranty").

6. TAXES. Distributor shall be responsible for all taxes imposed by any government on the Sales Order. Unless stated otherwise in the Sales Order, the Purchase Price does not include taxes. Distributor must present a valid re-seller Permit to Accu-Steel for the state that they are doing business in at least 2 weeks before pick up date in order to not be charged sales tax; Accu-Steel shall have the final decision with respect to whether to charge sale tax.

7. SALES ORDER CHANGES AND TERMINATION. Distributor shall have no right to terminate, change or cancel a Sales Order. Any change to a Sales Order must be in writing and signed by Accu-Steel and Distributor. Accu-Steel may charge a re-stocking fee of twenty percent (20%) on re-saleable Building Components and may charge a change fee of up to one hundred percent (100%) on any Building Component unique to the project (a fabric cover is always a unique Building Component). Accu-Steel may cancel and terminate any Sales Order in whole (but not in part) in the event that Accu-Steel is unable to timely fulfill the Sales Order, in Accu-Steel's sole discretion. Any other termination or cancellation of a Sales Order shall require the written consent of Accu-Steel and Distributor.

8. LATE PAYMENT. Payment not made within ten (10) days of the due date will be considered past due and a finance charge of one and one-half percent (1 1/2%) per month on the past due amount will be charged. All costs and expenses associated with collection of an overdue amount, including reasonable attorney fees, may be charged by Accu-Steel.

9. BREACH OF CONTRACT/EXCUSE OF PERFORMANCE. Failure by Distributor to make timely payment; provide necessary information or decisions requested by Accu-Steel; and/or provide necessary permits or licenses or provide necessary and timely site preparation, shall be considered a material breach by Distributor of the Sales Order and these Terms and Conditions and shall entitle Accu-Steel to terminate the Sales Order. Unforeseen site conditions, weather conditions, labor or part unavailability, and other factors beyond the control of Accu-Steel, which delay, impede or make impossible Accu-Steel's performance under the Sales Order shall entitle Accu-Steel to extend its time for performance, without penalty for a reasonable time to account for such delay without liability to Distributor.

10. SECURITY AGREEMENT; LIEN. Distributor hereby grants Accu-Steel, and upon Accu-Steel's request shall cause its customer to grant to Accu-Steel, a purchase money security interest in all Building Components until the entire invoice(s) for the Building Components, plus all interest and collection costs (including attorneys' fees) incurred by Accu-Steel, are paid in full. Distributor hereby grants, and upon Accu-Steel request shall cause its customer to grant, Accu-Steel the authority to file financing statements in its name in order to perfect such security interest. Upon Accu-Steel's request, Distributor shall execute, and upon Accu-Steel's request shall cause its customer to execute, Accu-Steel's standard form of security agreement with respect to the security interest granted hereunder. Further, upon Accu-Steel's request, Distributor shall cause its customer to consent to a lien upon the real property upon which the Building Components will be erected and to consent to the recording of such lien in the appropriate governmental offices. Distributor acknowledges that Accu-Steel may condition delivery of the Building Components upon compliance with this paragraph.

11. GOVERNING LAW. The validity, interpretation and performance of the Sales Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Iowa without regard to the principles of conflicts of law. All actions and proceedings arising out of or related to the Sales Order or these terms and conditions shall be brought exclusively and solely in a state court of competent subject matter jurisdiction in Audubon County, in the State of Iowa and Distributor and Accu-Steel each hereby consent to the personal jurisdiction and venue of such court and hereby waive any defenses thereto. The prevailing party in any such litigation shall be entitled to an award of reasonable attorneys' fees and court costs.

12. INDEMNIFICATION. Distributor shall indemnify, defend and hold Accu-Steel and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, liabilities, losses, costs and expenses (including reasonable attorney's fees) arising out of third-party claims relating to the Building Components to the extent arising out of or related to the actions or inactions of Distributor or its customer.

13. INSURANCE. Distributor shall maintain in effect products liability and comprehensive general liability insurance with a reputable insurer in the name of Distributor and naming Accu-Steel as an additional insured from and against any claims being made against Accu-Steel or Distributor by any person relating in any way to the Building Components and other materials provided by Accu-Steel, including, without limitation, any claims relating to or arising out of any property damages, injuries, illnesses, damages, losses, claims, demands or liabilities of, to, or incurred by any person caused by or related to such Building Components or materials, and against all legal and other costs reasonably incurred incident or consequent to any such claims. Such insurance shall be in an amount satisfactory to Accu-Steel, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate annual limit. Distributor shall be provided promptly copies of any and all insurance commitments, policies and binders issued pursuant to the requirements of this section and of any and all claims made there under along with a certificate of insurance evidencing the insurance required by the Sales Order and these Terms and Conditions.

14. WARRANTY. ACCU-STEEL MAKES NO, AND DISTRIBUTOR WAIVES ALL, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Accu-Steel's sole covenant and warranty to Distributor and its customer with respect to the Building Components shall be to provide Distributor's customer the Limited Warranty.

15. LIMITATION OF LIABILITY. Notwithstanding the form in which any legal or equitable action may be brought, under no circumstances shall Accu-Steel or its affiliates be liable for damages beyond those provided in the Limited Warranty, including without limitation, any liability for direct or consequential damages, damages associated with loss of use or profits, or indirect, punitive or special damages, even if Accu-Steel has been put on notice that such damages could be sustained by Distributor or its customer. In the event of any defective Building Components, Distributor and its customer's sole remedy shall be to enforce its rights under the Limited Warranty. Accu-Steel is not responsible for any work performed by any other person or entity including design, engineering or construction of the foundation or building. These limitations shall apply even in the event that Distributor's or its customer's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of Distributor's or its customer's claim, be it in contract, warranty, tort, product liability or otherwise.

16. DESIGN AND ENGINEERING. Distributor acknowledges that Accu-Steel makes no covenant or warranty regarding the engineering, design, fabrication, operation, character, or usefulness of the Building Components or the Distributor's customer's intended use of the Building Components, and disclaims all verbal or written representations or statements regarding the same.

17. GENERAL PROVISIONS. If any provision of these Terms and Conditions or a Sales Order is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. Distributor shall not be entitled to set-off any amounts due Distributor against any amount due Accu-Steel under a Sales Order. Accu-Steel's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Accu-Steel's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Accu-Steel. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by Accu-Steel.

Dated this _____ day of _____, 20_____.

Accu-Steel:
ACCU-STEEL™, INC., an Iowa corporation

By: _____
Name: _____
Title: _____

Distributor:

By: _____
Name: _____
Title: _____