

## **IMPORTANT LEGAL INFORMATION - TERMS OF USE**

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### **IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SITE.**

Feralloy takes the issue of privacy on the Internet very seriously. Please see our Privacy Policy.

#### **Use of Contents**

You may use the Site only for your or your entity's general business purposes, such as gathering information for your personal purchase or collecting necessary information as a consumer of products provided by Feralloy. The information provided on the Site is provided only in connection with the marketing efforts of Feralloy and is not to be used to seek similar opportunities from competitive suppliers or in competition with Feralloy. You shall access or use the Site and its content only for informational purposes and shall not access or use the Site or its content to provide information to third parties unrelated to the allowed purposes of the Site. Site content copied, downloaded or printed must retain all copyright, trademark and other proprietary notices. For commercial use of any portion of the content on the Site, you must secure the written consent from the appropriate content provider.

#### **Use of Site**

Your use of the Site is at the sole discretion of Feralloy, which may deny you further use of the Site at any time, for any reason, with or without cause. Your use of the Site and any orders for merchandise placed through this Site does not entitle you to continued use of the Site. Your use of the Site must always comply with applicable law. In particular, but without limitation, you agree and represent not to use the Site to:

- a. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity;
- b. upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- c. upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or
- d. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment.

#### **Product Display**

We have undertaken to display the products featured on this Site as accurately as possible. Please note, however, that the colors we use, as well as the display and color capabilities of your particular computer

monitor, will greatly affect the colors actually seen on the screen. The Site cannot be responsible for the limitations of your monitor's display of any color, texture, or detail of actual merchandise.

### **User Submissions**

By voluntarily submitting information, communications or content (including pictures and anecdotes) to the Site, you agree that such submissions are non-confidential for all purposes. You further agree that such submissions become the property of Feralloy and that all right, title and interest therein, including all rights of copyright, shall rest with Feralloy at the time they are submitted and/or posted. Such submissions are subject to being used, reproduced, modified, published, edited, translated, distributed, performed and displayed in any media or medium, or any form, format or forum now known or hereafter developed, for any purpose, in perpetuity without further notice. The submission of such materials in no way creates any obligation or duty on the part of Feralloy to post or use such materials or, if we do so, to give you credit or any compensation therefor.

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The Site may contain links to third party websites that are not under the control of Feralloy. Please note that Feralloy is not responsible for the accuracy or content of third party websites that may be linked to this Site. Accordingly, Feralloy makes no representations to you concerning the terms of use, privacy policies or content of these sites, nor can the fact that Feralloy has provided this link serve as an endorsement by Feralloy of these or any other site. In creating hypertext links to another website, Feralloy is not recommending that website or giving any assurances as to its standing. Feralloy is providing such link only as a convenience to you. The inclusion of these links is not intended to reflect their importance, nor is it intended to endorse any views expressed, or products or services offered on these third party sites, or the organizations sponsoring such sites. Feralloy makes no representations or warranties, explicit or implied, regarding the performance of the links, the performance of the third party sites or the content of the third party sites. If you decide to access linked third party websites, you do so at your own risk.

### **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Feralloy AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON THE NEGLIGENCE OF Feralloy, ARISING FROM OR RELATED TO YOUR USE OF THE SITE, THE MATERIALS IT CONTAINS, AND ANY SITES LINKED TO THIS SITE.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Feralloy EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, PERFORMANCE, NON-INTERFERENCE WITH INFORMATION, AND ACCURACY OF INFORMATIONAL CONTENT. THERE IS NO WARRANTY THAT INFORMATION PROVIDED HEREUNDER, OUR EFFORTS, OR THE SITE WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.
- b. Feralloy MAKES NO WARRANTY THAT (1) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (2) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF

THE SITE WILL BE ACCURATE OR RELIABLE; OR (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS COMPLETED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Feralloy OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **Limitations and Exclusions of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NONE OF Feralloy AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Feralloy HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- a. THE USE OF OR THE INABILITY TO USE THE SITE;
- b. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- c. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- d. ANY OTHER MATTER RELATING TO THE SITE.

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITE.

NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF Feralloy AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES TO YOU SHALL BE LIMITED IN ALL INSTANCES TO THE SUM OF PAYMENTS MADE FOR MERCHANDISE PURCHASED THROUGH THIS SITE, BUT IN NO CASE SHALL SUCH AMOUNT EXCEED US\$1,000.00. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST ANY OF Feralloy AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES ARISING OUT OF THE USE OF THE SITE.

NONE OF Feralloy AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES SHALL BE HELD LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES SET FORTH ON THIRD PARTY SITES IN RELATION TO THE INFORMATION PROVIDED IN THIS SITE.

#### **Intellectual Property Rights**

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- a. Feralloy grants you a personal, revocable, non-transferable, non-exclusive, and limited right and license to use the object code of the Site on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create any derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software for the Site.

- b. All logos, trademarks, service marks, labels, product names and service names used on the Site (collectively, the “Marks”) are owned or licensed by Feralloy and/or its affiliates. You agree not to copy, display or otherwise use any of the Marks without the prior written permission of Feralloy. Notwithstanding the foregoing, the Marks may not be used in any manner likely to cause confusion, disparagement or dilution of the Marks and/or in connection with any product or service that is not authorized or sponsored by Feralloy.
- c. The entire Site, and all object code and source code, text, graphics, multimedia content, including but not limited to images, illustrations, audio and video clips, html and other markup languages, and all scripts within the site associated therewith, are copyrighted by Feralloy. Feralloy reserves all its rights thereto.

### **Modification**

Feralloy may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon posting on the Site. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have actual or constructive notice thereof, and without regard to whether or not you have used or continue to use the Site after such updates, revisions, supplements, modifications or amendments.

### **Entire Agreement**

This Agreement constitutes the entire agreement between you and Feralloy with respect to your use of the Site. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement.

### **Severability**

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

### **Governing Law and Venue**

This Agreement, the entire relationship between you and Feralloy, and any litigation or other legal proceeding between you and Feralloy (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its choice of law rules.

This contract is fully performable in the state of Cook County, Illinois. Any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Cook County, Illinois. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party hereto.

### **Termination**

Feralloy may terminate your right to use this Site, with or without cause at any time in its sole discretion, including, without limitation, upon your violation of this Agreement, failure to provide accurate registration data, and lack of use. All representations, warranties, indemnifications, and promises made by you shall survive such termination.

**Forward-Looking Statements**

This Site may contain forward-looking statements about Feralloy products, financial and operating performance, business plans and prospects that involve substantial risks and uncertainties. Actual results could differ materially from the expectations and projections set forth in those statements. A description of these risks, uncertainties and other matters can be found in the Annual Report on Form 10-K and subsequent Reports on Forms 10-Q and 8-K of Feralloy's parent company, Reliance Steel & Aluminum Co., all of which are available at [www.sec.gov](http://www.sec.gov). Feralloy and Reliance assume no obligation to update any forward-looking statements as a result of new information or future events or developments.

**Contact Information**

If you have a comment, question or request, or if you need to contact Feralloy for any other reason:

**E-mail:** You can e-mail us by completing the form and clicking "Submit" on the "Contact Us" section of the Site.

**Telephone:** You may call us at (773) 380-1500. Our ordinary business hours are Monday through Friday, 9am to 4pm (except holidays). If you call outside ordinary business hours, please leave a message including your name and telephone number.

**Mail:**

Feralloy Corporation, 8755 West Higgins Road #970, Chicago, IL 60631