

STEEL SUPPLY AGREEMENT No. SSA-2025-0117

This Steel Supply Agreement (the "Agreement") is made on February 10, 2025 between Larkspur Construction Group, LLC, a fictional general contractor ("Buyer"), and Tallowmere Steel Supply, Inc., a fictional steel service center ("Seller"), for structural steel to be used at the Cedar Quay Medical Pavilion, Site B (the "Project").

Article 1. Scope

1.1 Seller shall supply approximately 480 tons of wide-flange beams and columns conforming to ASTM A992 Grade 50, fabricated to the shop drawings approved by Buyer (the "Steel").

1.2 The Steel shall be delivered to the Project gate at Site B, 1200 Cedar Quay Road, in six monthly shipments on the dates in Schedule A.

Article 2. Price

2.1 The price is \$2,850 per ton, for an estimated total of \$1,368,000. Seller invoices each shipment on delivery. Payment is due net 45 days from receipt of a correct invoice.

Article 3. Delivery

3.1 Time is of the essence. Seller shall deliver each shipment on or before the date in Schedule A.

3.2 If a shipment arrives more than three (3) days late, Seller shall pay Buyer liquidated damages of \$1,500 for each day of delay, as Buyer's agreed estimate of the cost of delay and not as a penalty. Liquidated damages do not limit Buyer's other remedies for nonconforming Steel.

3.3 Seller shall give Buyer prompt written notice of any event that may delay a shipment.

Article 4. Quality

4.1 All Steel shall conform to ASTM A992 Grade 50 and to the camber and sweep tolerances of the AISC Code of Standard Practice.

4.2 Seller shall deliver a mill test certificate for each heat lot with each shipment. The certificate must match the heat number stamped on the Steel.

4.3 Seller shall perform and document ultrasonic examination of each heat lot before shipment and shall not ship any heat lot that fails.

Article 5. Inspection and acceptance

5.1 Buyer may inspect the Steel on delivery. Buyer's signature on a delivery receipt confirms only the count of pieces received. It is not acceptance of quality.

5.2 Buyer may retain an independent testing agency. Seller shall give the agency access to its test records for the Steel on request.

Article 6. Warranty

6.1 Seller warrants that the Steel is free from defects in material and workmanship and conforms to this Agreement.

Article 7. Payment disputes

7.1 Buyer may withhold payment of the portion of an invoice that is disputed in good faith, and shall pay the undisputed portion.

Article 8. Limitation of liability

8.1 Neither party is liable to the other for lost profits. This Article does not limit liquidated damages under Section 3.2, Buyer's cost of cover, or amounts Buyer owes to the project owner as a result of nonconforming or late Steel.

Article 9. Notice of nonconformity and remedies

9.1 Buyer shall give Seller written notice of any nonconformity within ten (10) days after delivery or, for a latent defect, within ten (10) days after Buyer discovers it.

9.2 Notice under this Article must be sent by registered mail or by overnight courier with tracking to the address in Article 12. Notice by email alone is not effective notice under this Article.

9.3 Seller shall cure a noticed nonconformity within fourteen (14) days by repair or replacement at Seller's cost, including freight.

9.4 If Seller does not cure, Buyer may purchase replacement Steel elsewhere ("cover") and recover from Seller the reasonable excess cost of cover.

Article 10. Dispute resolution

10.1 The parties shall first attempt to resolve any dispute by negotiation between senior executives for thirty (30) days, then by non-binding mediation before a mutually agreed mediator, before either party files suit.

Article 11. General

11.1 This Agreement is governed by the laws of the State in which the Project is located. It is the entire agreement of the parties and may be changed only in a writing signed by both.

Article 12. Notices

Buyer: Larkspur Construction Group, LLC, Attn: Inez Calloway, 400 Harbor Row, Suite 12, Fictional City. Email: inez.calloway@larkspur.example.com

Seller: Tallowmere Steel Supply, Inc., Attn: Garrett Voss, 88 Foundry Lane, Fictional City. Email: garrett.voss@tallowmere.example.net

Schedule A. Delivery dates

Shipment 1: April 7, 2025 (80 tons)

Shipment 2: May 5, 2025 (80 tons)

Shipment 3: June 2, 2025 (80 tons)

Shipment 4: July 7, 2025 (80 tons)

Shipment 5: August 4, 2025 (80 tons)

Shipment 6: September 1, 2025 (80 tons)

Signatures

For Buyer: Inez Calloway, Chief Executive Officer, Larkspur Construction Group, LLC

For Seller: Garrett Voss, Sales Director, Tallowmere Steel Supply, Inc.

This is a fictional agreement created for the Discovery Triage sample case.