

acier **Wirth** steel

WIRTH STEEL, A GENERAL PARTNERSHIP

TERMS AND CONDITION OF SALE

1. INTERPRETATION

In this agreement, “Seller” means Wirth Steel, A General Partnership, and “Buyer” means the purchaser, as set out on the front of this form. This contract shall be governed by the provisions of “Incoterms Latest Edition” and interpreted in accordance therewith; provided, however, that in case of any conflict between provisions of “Incoterms Latest Edition” and provisions of this contract the provisions of this contract shall control. “Days” means calendar days. NO TERMS OR CONDITIONS WHICH ALTER OR MODIFY IN ANY WAY ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY SELLER’S AUTHORIZED REPRESENTATIVE. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS OR COMMUNICATIONS FROM BUYER. Buyer’s order will be filled in accordance with the terms and conditions set out herein. This acknowledgment constitutes acceptance of Buyer’s offer to purchase the goods described herein, subject to the terms and conditions set out in this acknowledgment.

2. ORDERS

Purchase orders by telephone are accepted at the risk of the Buyer, and shipments made before receipt of written confirmation are for the convenience of Buyer. To avoid the possibility of duplication, Buyer’s confirmed purchase orders must be clearly marked “Confirmation”. Confirmed purchase orders not so marked may at Seller’s election be treated as original open orders. Purchase orders cannot be cancelled or modified without Seller’s consent. Unless brought to the attention of the Seller within 10 days, Seller is not responsible for any errors or discrepancies contained in the purchase order.

3. DELIVERY, FORCE MAJEURE

Delivery shall be deemed to have occurred when the goods have been unloaded at the destination to which consigned under this contract. (See “Price” on the sales order (the “S.O.”)). In circumstances beyond Seller’s control that render it impossible to deliver the goods within the specified time as shown on the S.O., Seller shall notify Buyer promptly of any such circumstances and of the anticipated delay in delivery attributable thereto. Circumstances beyond Seller’s control that may render it impossible to acquire and deliver the goods within the specified time as shown on the S.O. include, but are not limited to, force majeure (such as war, general mobilization, government restrictions, strikes and lockouts trade actions, embargoes, insurrections or acts of God affecting the Seller or it’s source of supply), fire, breakdown of machinery or mills without Seller’s fault, stoppage of rolling in

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anticipation of any scheduled strike, lack of materials, breakdown or unavailability of suitable transportation, and unscheduled or unanticipated closing of waterways.

4. SPECIFICATIONS, WARRANTIES

Unless expressly stated otherwise on the S.O., or in further details and specifications confirmed by the Seller, all measures, weights, or quality are expressed in the terms specified on the S.O., and shall be subject to the variations and tolerances thereof. Mill weights shall govern. Subject to the foregoing, Seller expressly warrants that the goods shall conform to the description in the contract and that they shall be merchantable and SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED.

5. CLAIMS

Seller shall not be liable for any shortages or errors in or damage to the goods shipped to Buyer unless written details of such shortages, errors or damages are given by Buyer to Seller within 7 days of receipt of the goods.

6. LIMITATION OF CLAIMS

Except as provided herein Seller shall not be liable in contract tort or otherwise for any loss, damages, costs, claims, expense or repairs resulting from any defect, failure to conform to specifications or breach of this agreement whether any such loss, damage, cost, claim, expense or repair is direct, indirect or consequential. Sellers shall be limited in all circumstances to the invoice price paid by the purchaser for the goods purchased under this agreement. The foregoing limitation of liability is a condition of the sale of the goods at the price(s) quoted and shall apply notwithstanding any defects in or failure of, including the total failure of, any product.

7. JURISDICTION - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the local domestic law of the Province of Quebec.