



TERMS AND CONDITIONS OF SALE

RYERSON CANADA INC.

1. **AGREEMENT.** Whenever used herein, the term “Agreement” means these Terms and Conditions of Sale as may be amended at the sole discretion of Ryerson Canada Inc. and its successors and assigns (“Ryerson”) at any time and from time to time, together with the Credit Application and Agreement (if applicable). The term “goods” includes all goods or component parts sold, whether manufactured by Ryerson or another supplier.
2. **PAYMENTS.** Unless otherwise agreed by Ryerson in writing, all amounts payable hereunder shall be due to Ryerson within thirty (30) days of invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to Ryerson without any setoff, deduction or recoupment.
3. **TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including, without limitation, occupation, property, excise, sales, or use taxes, but excluding any taxes based on the income of Ryerson. The purchase price shall be subject to increase based on Ryerson’s established price at the date of actual shipment if shipment is delayed thirty (30) days or more beyond the scheduled shipment date and such delay is caused in whole or in part by circumstances beyond the reasonable control of Ryerson as provided in paragraph 11.
4. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept shipment upon notification by Ryerson; or, if Customer refuses shipment, then Ryerson is authorized at its option to: (i) have the goods transported and warehoused at Customer’s expense and risk, which shall constitute shipment to Customer, in which event Ryerson may declare as immediately due all amounts owing upon shipment including the additional cost of such transportation and warehousing; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by Ryerson; or, (iii) defer shipment. (b) Ryerson may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. (c) Ryerson’s shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will notify Ryerson in writing prior to the time of deemed acceptance specified in paragraph 7 of the reasons for such dispute and provide to Ryerson all necessary documentation to substantiate any alleged discrepancy.
5. **SHIPPING TOLERANCES.** The goods sold are subject either to Ryerson’s published shipping tolerances in effect on the date of order, or if Ryerson has no such tolerances, then to applicable industry shipping tolerances for the goods in question.
6. **TITLE/RISK OF LOSS/INSURANCE.** Title in the goods shall remain with Ryerson until such goods have been paid for in full. However, such goods shall be entirely at Customer’s risk from the time they are placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the goods are insured against “all risks” from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to Ryerson are paid in full. Such insurance shall be for no less than the total amount owing to Ryerson with loss first payable to Ryerson. Purchaser shall indemnify Ryerson from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by Ryerson while the goods are at the Customer’s risk.
7. **ACCEPTANCE OF GOODS.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have effected final acceptance of the goods at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by Ryerson before such day; or, (b) the date when the goods are used or otherwise placed in commercial operation.
8. **WARRANTY.** (a) Ryerson warrants that title to the goods sold shall be free from any encumbrance, and that the goods will conform to the description contained on Ryerson’s invoice. (b) **SUBJECT TO APPLICABLE LAW, RYERSON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF RYERSON, AND SPECIFICALLY EXCLUDES ALL LEGAL OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** (c) Customer is responsible for the designation and selection of product sold by Ryerson. Customer shall hold Ryerson harmless and indemnify and defend Ryerson (including its affiliates, assigns, directors, officers, employees, agents and representatives) for any claims arising out of or relating to the design, specification, or use of product(s) sold by Ryerson to Customer.
9. **CUSTOMER’S REMEDY.** Ryerson’s sole responsibility and liability and Customer’s exclusive remedy under this Agreement shall be limited to the repair or replacement of goods (f.o.b. Ryerson’s shipping point), or, at Ryerson’s option, return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. **SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL RYERSON BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR LEGAL FEES.** Ryerson’s obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in paragraph 7.
10. **RETURNS.** Returned goods will be accepted only if Ryerson has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned goods shall be assessed against the Customer. All returns allowed must be shipped at Customer’s expense and must be in excellent resale condition. Material cut to Customer’s specifications is not returnable.
11. **DELAY OR NONPERFORMANCE.** Ryerson shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government whether legal or otherwise, acts of public enemies, force majeure, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or any other causes beyond Ryerson’s reasonable control, including without limitation delays or inability to obtain product because of the actions of Ryerson’s suppliers.

12. **DEFAULT.** Customer shall be in default under this Agreement if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) there is a breach of any covenant or agreement by Customer; (c) Customer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (d) Customer attempts to assign its rights and obligations under this Agreement without the prior written consent of Ryerson; (e) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Agreement is false in any material respect when made; (f) Ryerson, in good faith, considers that payment or performance of any obligation of Customer to Ryerson arising out of this Agreement or any other agreement between Customer and Ryerson or any affiliate of Ryerson, including any modifications, renewals or extensions thereof, is impaired.
13. **REMEDIES UPON DEFAULT.** In the event of Customer's default: (a) Ryerson may, at its option, (i) charge Customer interest at the rate of 18% per annum or the highest rate permitted by law, and/or (ii) take immediate possession of the goods and remove same without notice and without legal proceedings, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer; (b) Waiver by Ryerson of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) Ryerson shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by Ryerson in connection with any unpaid monies due to Customer; (d) Ryerson at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) Ryerson shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.
14. **EQUIPMENT.** (a) Any equipment, including jigs, dies, and tools, which Ryerson acquires for use in the production of goods for Customer, is the property of Ryerson and will remain in its possession and control, and Ryerson may at its sole discretion modify any such equipment. (b) Any material or equipment furnished by Customer to Ryerson will be carefully handled and stored by Ryerson while in Ryerson's possession. When for eighteen (18) consecutive months no orders acceptable to Ryerson are received from Customer for goods to be made from any such equipment or materials, Ryerson may by written notice request that Customer make disposition thereof at Customer's expense. If Customer fails to comply with such notice within thirty (30) days of receipt of such written notice, Ryerson may make such use or disposition of said materials or equipment as it desires, with no liability or obligation whatsoever to Customer, and Customer hereby agrees to hold Ryerson harmless and indemnify and defend Ryerson (including its affiliates, assigns, directors, officers, employees, agents and representatives) against any claims by third parties arising out of or relating to such use or disposition of the said materials.
15. **CANCELLATION.** Upon receipt of written notice from Customer, Ryerson shall cancel any orders as instructed, subject to Ryerson's (or its subcontractors') right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to Ryerson. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.
16. **ACCEPTANCE.** This Agreement shall be binding on Customer by its purchase of goods from Ryerson and may only be modified in writing, signed by Ryerson, and each of the provisions of this Agreement shall remain in effect unless and until explicitly contradicted by the aforesaid writing. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement. Customer waives any defense to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer. Customer acknowledges and agrees that it has the ability to access each URL referenced in any quote or other document delivered to it by Ryerson.
17. **GENERAL.** Ryerson may assign its rights and obligations under this Agreement. Customer may not assign its obligations under this Agreement to any person without Ryerson's prior written consent of Ryerson. If Customer changes its corporate status, both Customer and its successors continue to be bound by this Agreement, and Ryerson reserves its rights and remedies on default. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.
18. **NUCLEAR USE.** The goods covered by this Agreement and sold by Ryerson are not intended for and have not been certified for application or fabrication in connection with the use or handling of nuclear material or the construction, operation or maintenance of a nuclear installation or facility ("Nuclear Use") and Ryerson gives no representation or warranty, express or implied, as to the suitability or safety of such goods for any Nuclear Use. If Customer intends to use these goods or permit any other person to use these goods for a Nuclear Use, Customer shall be solely responsible for satisfying itself as to their suitability and safety for such use and/or upgrading the goods to ensure such suitability and safety. Ryerson disclaims all liability for any nuclear or other damages, injury, loss of life, radioactive contamination or economic loss resulting from or alleged to result from any Nuclear Use of the goods by Customer or any other person, and Customer shall hold Ryerson harmless from and indemnify and defend Ryerson (including its affiliates, successors, assigns, directors, officers, employees, agents and representatives) against any and all claims, losses, damages, costs, actions, causes of action, judgments, expenses and liabilities of every kind and nature whatsoever (including, without limitation, legal fees and costs and expenses of defense), whether in contract, tort or otherwise, which, either directly or indirectly, are, or are alleged to in any way be connected with, arise out of or result from such Nuclear Use.
19. **DISPUTE RESOLUTION/GOVERNING LAW.** The validity, construction and enforcement of this Agreement are governed by the laws of the province of Ontario and the federal laws of Canada applicable therein. The Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the province of Ontario. Reasonable legal fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against Ryerson within one (1) year after Customer's claim arises, or, subject to applicable law, such claim shall be barred notwithstanding any statutory limitations to the contrary.
20. **SEVERABILITY.** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited, or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other party or circumstances.
21. **INTERNATIONAL.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any goods ordered or issued under this Agreement. Each party agrees to comply with all applicable corruption of public officials and anti-bribery laws and regulations.
22. **LANGUAGE.** The parties to this Agreement confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, soient rédigés en anglais seulement.