



Subject:

Canam Steel Corporation's Terms and Conditions of sale

(revised as of June 2010)

Dear Valued Customer,

From time to time you may purchase joists, deck and related products from Canam Steel Corporation. These purchases may be made through your acceptance of a quotation prepared by Canam, your submission of a purchase order or by other means.

To make sure you and Canam understand and agree upon the terms and conditions of any such sale, Canam has attached a copy of the most recent version of the Standard Terms and Conditions.

Anytime you place an order for joists, deck and related materials from Canam, you are agreeing that these Standard Terms and Conditions govern the sale. These Standard Terms and Conditions automatically apply, regardless of the form of documentation of the transaction, and regardless of any conflicting terms in any documentation you present to Canam.

Canam Steel Corporation Standard Terms and Conditions for Joists and Decking (June 2010)
Page 1 of 2

These Terms and Conditions constitute a material part of the agreement between Canam and Buyer. Canam objects to, and does not agree to be bound by, any changes to these terms and conditions. These terms and conditions supercede any inconsistent terms and conditions in any documentation submitted by Buyer to Canam.

Quality. Joists, joist girders, decking and accessories shall conform to the latest Steel Joist Institute specifications, the manufacturer's catalog and approved erection drawings. The Recommended Code of Standard Practice of the Steel Joist Institute shall govern items not specifically covered. Structural Steel supplied by Canam shall be in accordance with the provisions of the Code of the AISC. Metal Decking supplied by Canam, shall be in accordance with the Steel Deck Institute Code & manufacturer's catalog and approved erection drawings.

Paint. Canam shall provide one shop coat of standard paint primer for protection of steel surfaces during delivery. This primer is typically dip applied or sprayed air-dried paint. The coating may not be uniform and may include drips, runs and sags. Compatibility of any finish (paint, fire-proofing, etc.) applied over the primer shall not be Canam's responsibility. The primer is intended to be an impermanent and provisional coating that will protect the steel for only a short period of exposure in ordinary atmospheric conditions. Canam is not responsible for any paint issues if the material is not properly stored after delivery. Field touch-up and repair may be necessary for abrasions (for example, from bundling, banding, loading, unloading, chains and cables, shipping, erection, bridging, installation, and other handling in transportation or at the jobsite), dirt, diesel smoke, road salt, and weather conditions. Rusting should be expected from abrasion or exposure to any of these elements. Canam is not responsible for any field touch-up and repair.

Permissible Variations and Inspection. Material is to be furnished subject to manufacturing and commercial variations and the practices of Canam. Unless otherwise specified, the material is subject to Canam's standard inspections. If inspection by an inspector designated by the Buyer is a requirement, such inspection shall be made at the place of manufacture before shipment, and approval and release of the material by an inspector designated by Buyer shall constitute a determination binding upon Buyer that the material meets all requirement specifications. Buyer shall pay for the cost of inspection.

Warranties, Limitation of Liability and Indemnification. All materials manufactured by Canam are warranted for a period of 1 year following the date of delivery to be free from defects in workmanship and material. During such period Canam will, without cost to Buyer, at Canam's option, either (i) repair any such defective materials; (ii) furnish replacement materials; or (iii) grant a credit to Buyer's account in the amount of Buyer's net purchase price of such defective materials. Defective conditions in the materials caused by third parties, acts of God, defective installation, other trades, abnormal use or stress or other matters unrelated to the Canam's activities are specifically excluded from the coverage of this warranty. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM. CANAM'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OF THE MATERIALS, OR THE USE OF THE MATERIALS, WHETHER ON WARRANTIES OR CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY BUYER TO CANAM FOR THE MATERIALS AND IN NO CASE SHALL CANAM BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.** Notwithstanding any other agreement between Canam and Buyer, Buyer agrees not to assert or take any set-off or deduction from payment of any invoice except for any proven defective product, short shipments, or improper invoices, provided, however, that under no circumstances shall any set -off or deduction include claims for consequential, incidental or special damages or exceed more than 10% of the face amount of the invoice. Buyer agrees to indemnify and hold Canam harmless from all claims, demands, and costs, including reasonable attorney fees, made by third parties against Canam relating to Buyer's use or installation of materials, and to pay any costs and expenses incurred by Canam to enforce Buyer's obligations, including, without limitation, the costs of collection for any unpaid amounts owed to Canam by Buyer.

Canam Steel Corporation Standard Terms and Conditions for Joists and Decking (June 2010)

Page 2 of 2

Credit. All orders are subject to current credit approval. From time to time, Canam may review your creditworthiness. You agree to provide us with all credit information Canam requests, and you represent and warrant to Canam now, and each time you place an order, that all information you have provided to us is correct, and that you have not omitted any information necessary to make such information not misleading. Canam may refuse to accept an order or refuse shipment if at any time Buyer does not meet Canam's current credit requirements.

Price and Payment. Unless otherwise noted, the price does not include taxes and all taxes are the responsibility of Buyer. Canam may change the price of any order that is not accepted for delivery within 90 days of the date of issuance of Canam's quotation. Canam may invoice Buyer for 90% of the amount due for any material that is not accepted for delivery in a reasonable amount of time after fabrication. Canam may require full payment prior to fabrication or shipment, or other security acceptable to Canam. Canam may impose a late charge of 1 1/2 % per month or the maximum allowed by law on all invoices not paid within 30 days of issuance. Canam may suspend all deliveries under any order from Buyer if Buyer does not make all payments when due.

Delivery. Title to and risk of loss for all materials vests in Buyer upon delivery. If, in Canam's opinion, it is impractical to reach the jobsite to deliver the material, the place of delivery shall be deemed to be that place where the delivery truck can reasonably proceed. Canam is not responsible for unloading or the cost of unloading. The price for truck delivery includes two hours time for unloading after arrival of the truck at the place of delivery. Excess unloading time charges will be charged to Buyer. Under no circumstances will Canam be liable for any waiting time. Canam will not allow any claims for shortages unless noted on the shipping papers at the time of delivery.

Claims. CLAIMS FOR SHORTAGES, GOODS DAMAGED IN TRANSIT AND FOR ALLEGED DEFECTIVE MATERIAL MUST BE REPORTED TO CANAM PROMPTLY UPON RECEIPT OF MATERIAL AND IN WRITING NOT LATER THAN TEN (10) DAYS AFTER RECEIPT OF MATERIAL. ALL MATERIAL MUST BE HELD FOR INSPECTION BY CANAM AND SHALL NOT BE RETURNED TO CANAM WITHOUT CANAM'S WRITTEN CONSENT. BUYER SHALL NOT FURNISH ANY MATERIAL OR DO ANY WORK FOR CANAM'S ACCOUNT WITHOUT AUTHORIZATION FROM CANAM AS TO THE SCOPE OF WORK AND COST THEREOF. BUYER SHALL NOT WITHHOLD PAYMENT PENDING ADJUSTMENT OF CLAIMS.

Force Majeure. Canam shall not be responsible for any delays due to any cause beyond Canam's reasonable control.

Applicable Law. Disputes hereunder shall be governed by the laws of the state of Maryland and the jurisdiction and venue for any action shall be solely and exclusively in the Circuit Court of Frederick County, Maryland.

Equal Employment Opportunity and Other Required Notices. Canam and Buyer agree to comply with all application provisions of Executive Order 11246, as amended, and its implementing regulations and all other applicable EEO Non-Discrimination Provisions of the State and Federal Order. Canam and Buyer also agree to comply with all requirements of 29 CFR Part 471, Appendix A to Subpart A.

Buy American/Buy America Requirements. Buyer must clearly and affirmatively notify Canam of the applicability of any order, law, regulation or other requirement that the products to be sold to Buyer consist wholly or partly of materials or components produced in the United States, or that the material comprising such products be assembled in the United States. If Buyer fails to notify Canam of any such requirements, Buyer shall be obligated to accept delivery and pay for the products, regardless of any such requirement, and Buyer agrees to fully indemnify and hold Canam harmless from and against any costs and expenses, including reasonable attorney fees, incurred by Canam in connection with Buyer's omission.

Erection Safety Requirements. Certain federal and state laws regulate the installation of joists and decking, including 29 CFR PART 1926 – SAFETY STANDARDS FOR STEEL ERECTION. It is Buyer's responsibility to comply with such laws. If Buyer requires joists and decking to be manufactured to specific standards to meet such regulations, it is Buyer's responsibility to inform Canam and provide appropriate specifications. Canam is not responsible for any requirements not specifically requested by Buyer or based on missing or incorrect information from Buyer.