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Non-Steel Sales TERMS & CONDITIONS

1. ACKNOWLEDGEMENT

Seller and Buyer recognize and agree that:

- (a) the material hereunder may contain hazardous substances or materials under federal, and/or provincial statutes, laws, rules, regulations, orders and interpretations and/or municipal by-laws.
- (b) upon delivery of the material to Buyer, Buyer intends to continue to use it in the same general manner intended, and for the same general purposes intended, until such time as Buyer ceases using the material.
- (c) it is the express intent of Seller and Buyer that the transfer of title to the material (and any associated or contained hazardous substances or materials) from Seller to Buyer shall represent a sale of a valuable commodity by Seller and a purchase of a valuable commodity by Buyer.

2. ENVIRONMENTAL INDEMNIFICATION

To the maximum extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses or claims arising from and/or caused by any environmental harm originating at any time subsequent to delivery of the material to Buyer, due to any cause whatsoever, arising from, caused by, or in connection with Buyer's collection, handling, storage, transportation, use, modification, sale, treatment, or disposal of, the material and/or hazardous substances or materials associated therewith or contained therein.

3. TRANSFER OF TITLE

Upon delivery to Buyer of the material and any hazardous substances or materials associated therewith or contained therein, title to the material and any associated or contained hazardous substances or materials shall immediately pass from Seller to Buyer, and Buyer shall be the owner of all the material and any hazardous substances or materials contained therein or associated therewith.

4. ASSUMPTION OF RISK

Upon delivery to Buyer of the material and any hazardous substances, or materials associated therewith or contained therein, Buyer shall immediately assume all risk of personal injury, property damage, and/or environmental harm incident to Buyer's ownership of the material and any associated or contained hazardous substances or materials including all risks associated with off-site activities.

5. DISCLAIMER

This material is sold "AS IS, WHERE IS", with no representations or warranties, expressed or implied, including, but not limited to, the warranties of merchantability and/or fitness for a particular purpose, which are expressly disclaimed.

This Order Acknowledgement confirms a contract made in Canada by and between Buyer and Seller covering the products, Seller's prices, credit terms, delivery terms, and the transportation charges prevailing at date of shipment; all as confirmed herein. Such contract shall be governed exclusively by, in order of priority: (1) terms, conditions, and disclaimers stated on the face hereof, and (2) Seller's STANDARD TERMS AND CONDITIONS OF SALE, which can be found at http://www.stelco.com All references herein to terms and conditions "on the reverse hereof' or words of similar intent shall be read to mean the document contained at the web site named in the preceding sentence. If you need assistance accessing Seller's Standard Terms and Conditions of Sale, please contact your assigned Sales Manager or Customer Service Representation.