

TERMS OF SALE AND TERMS OF PAYMENT

1. These Terms of Sale are an integral part of the Seller's Acknowledgment of Receipt and constitute the sole terms of the sales contract between the Seller and the Buyer.

2. **Buyer's Purchase Order;** The Seller must accept all purchase orders in writing by means of an Acknowledgment of Receipt from the Seller.

3. **Prices:** All prices and charges, including transportation charges, are subject to change without notice and purchase orders will be accepted on the express condition that the prices invoiced by the Seller are those in effect at the time the goods were shipped. All prices are payable to the Seller by the Buyer and are subject to applicable taxes as defined in Article 4

4. **Taxes:** All prices and charges are subject to sales taxes on goods and services, excise taxes, customs duties.

5. **Currency:** Unless otherwise agreed in writing by the Seller and the Buyer, payment for goods sold in Canada will be in Canadian dollars and for goods sold in the United States, in U.S. dollars

6. **Credit and Security:** Shipments and delivery are subject at all times to approval by the Seller of credit to be extended to the Buyer, and the Seller reserves the right, even after shipment or partial payment under the Contract, to require from the Buyer satisfactory security to ensure the performance of its continuing obligations at the Seller's request, the Buyer shall provide the required security.

7. **Delivery:** Delivery dates or times are approximate, are provided for informational purposes only and shall not in any event be deemed to constitute essential terms of the order. All deliveries will be made during the Seller's usual business hours.

8. **Buyer's Remedies:** If any goods delivered to the Buyer are not in accordance with the invoice the Buyer shall be notified in writing without delay taking care to describe in a reasonable manner in what way they are not. The Seller shall hold the goods in question for inspection purposes and its liability shall be limited exclusively to the replacement of the goods following their return by the Buyer or at the Seller's discretion and re-stocking costs may be awarded or an exchange of equipment if there is an error on our part.

9. **Returns:** Subject to Article 7 the Buyer may only return the goods to the Seller with the Seller's written consent. Any goods returned by the Buyer with the Seller's consent are subject to a return charge. If the goods are not standard items, the credit will be calculated on the basis of the market value of the scrap metal. Transport costs are the responsibility of the Buyer.

10. **Opening an account;** It is possible to have an account opened for customers with a purchase history with **Acier Lachine Inc.** You must then complete our form and it must be duly completed and signed by the authorized signatory at the customer's bank.

11. **Payment terms:** The amounts are payable (net) 30 days from the invoice date unless otherwise indicated. **Overdue payments bear interest at the monthly rate of 2%. Payments can be made either by direct deposit or check. Credit cards are not accepted for payment on an invoiced account statement. If you wish to pay by credit card you must do so on the day of your purchase and not later.**

12. **Billing:** All invoices for customers who have an open account are billed the day after the customer's delivery and sent by email or by mail. The customer receives a statement of account every 1st of the month.

13. **Confidentiality;** All information we receive when you apply for an account is strictly confidential and may not be disclosed in any way.