

Terms & Conditions

Glen White Industries Ltd (O/A Steelway Building Systems)
Conditions of Sale Between Glen White Industries Ltd ("Steelway")
and the Purchaser ("Purchaser")

1. ACCEPTANCE

This Agreement and any subsequent documents that form part of this Agreement shall be subject to the terms and conditions set forth herein and no other understandings or agreements either oral or in writing by Steelway, and no additions, deletions or modifications of these terms proposed by the Purchaser shall bind Steelway unless accepted in writing by Steelway, regardless of whether or not such terms would materially alter the terms herein. These terms and conditions, as part of the purchase agreement, shall constitute binding acceptance by the Purchaser, provided, however, that Steelway may, at its option, reject or modify all or part of the terms on the face by delivery thereof to the Purchaser within two (2) business days after receipt of this Agreement from the Purchaser.

2. MATERIAL AND PRODUCT SUBJECT TO THIS AGREEMENT

This Agreement only covers material and product (the "Goods") specifically set out herein. In the event that there is a conflict or discrepancy between any drawings, specifications and this Agreement, only those Goods listed herein will be supplied by Steelway. All Goods supplied by Steelway shall be governed by Steelway specifications for same; any alteration or variance to such specifications must be specifically set out herein. In particular, in the event that changes or alterations to the specifications, materials and product are required in order to conform to requirements of the Purchaser, or of the end user, who is the customer of the Purchaser, such changes or alterations are subject to approval in writing of Steelway, and the Purchaser shall be responsible for all costs associated with such changes and alterations.

3. CANADIAN SHEET STEEL BUILDING INSTITUTE (CSSBI) STANDARDS

CSSBI Publication 30M, "Standard for Steel Building Systems" and CSSBI publication B8 "Buildings Incorporating Steel Building Systems: Responsibilities of the Parties Involved", are incorporated into this Agreement. By execution of this Agreement, the Purchaser acknowledges having obtained a copy of the aforementioned publications, (which are available from the CSSBI through its website cssbi.ca) and acknowledges his, her or its familiarity therewith.

4. PRICES

Unless otherwise specified on the face of this Agreement, prices quoted do not include any applicable sales, use, transfer, excise or other similar taxes and the Purchaser shall be charged for any such taxes. In addition to the quoted prices, the Purchaser shall be responsible for payment of storage and other expenses incurred by Steelway, at the prevailing rates for same. Prices quoted herein are based solely upon specifications included in this Agreement which are general specifications only, which may be altered from time to time by Steelway. Any change or alteration in the specifications, for any cause whatsoever, may result in a corresponding alteration in price at the option of Steelway. If the Purchaser delays approval of drawings by more than seven (7) days after delivery of same to the Purchaser, or if the Purchaser requests a delay in fabrication by more than 14 days after approval of drawings, the Purchaser shall be responsible for payment for any services performed by Steelway and Steelway may, at its sole discretion, alter the quoted price. In addition, if the Purchaser places an order but does not authorize Steelway to schedule the order for production (order for drawings only), Steelway may invoice the Purchaser, and the Purchaser shall be responsible for payment for any services performed by Steelway and Steelway may in its sole discretion alter the quoted price. Should the purchaser not meet the financial obligations such a proof of funding or delay the approval drawings the project will be put on hold, Steelway may invoice for any services done, or material received. Upon being released from the hold status Steelway may, at its sole discretion, alter the quoted price to reflect material price increases that have incurred since the original order date. Any changes in taxes during the process will be borne by the Purchaser. Import duties or tariffs levied on a Steelway product (after the estimate date and prior to the delivery date) will be borne by the purchaser and be paid directly to Steelway prior to the product being shipped to the purchaser. This will apply if the freight terms are FOB Site or FOB Steelway.

5. TERMS OF PAYMENT

The standard terms of payment are as determined by the Steelway Credit Department. Interest shall be chargeable at the rate of 2.0% per month (26.8% per annum) on past due invoices. There shall be no deduction, defalcation, set off or holdback allowed by the Purchaser, unless expressly agreed to by Steelway in writing. If the Purchaser defaults in any payment when due or refuses to accept delivery, then Steelway at its option, without prejudice to other lawful remedies, may withhold further deliveries or cancel the remainder of the order. Goods held for Purchaser shall be at the risk of the Purchaser and payment shall become due from the date on which Steelway was prepared to make shipment. The purchaser agrees to obtain funding documentation, to the unfettered satisfaction of Steelway, from the end-user for any project in excess of \$150,000.00 to ensure that the project is adequately financed.

6. WHERE PURCHASE PRICE NOT PAID IN FULL

Steelway shall retain a purchase money security interest in the products sold to the purchaser until the full purchase price shall have been paid. The Purchaser agrees that Steelway will have the right to file financing statements pursuant to the applicable law to evidence Steelway's security interest. The Purchaser will join Steelway in executing such financing statements or other instruments as Steelway may reasonably request to perfect such interest and hereby authorizes Steelway to execute and file or record such financing statements and instruments on the Purchaser's behalf and in the Purchaser's name.

7. DELIVERIES AND SHORTAGES

- (a) Unless otherwise specified, terms shall be F.O.B. Steelway point of manufacture. If transportation charges are incorporated in the price quoted, such charges are freight prepaid unless otherwise specified.
- (b) Delivery shall be deemed to occur when the Goods are shipped from the point of manufacture or manufactured to the customer.
- (c) Steelway is authorized to ship in installments. If for any reason the delivery is delayed by the Purchaser, storage or demurrage costs will be borne by the Purchaser.
- (d) Delivery dates, if stated on this Agreement, are approximate only, and any estimated delivery schedule, if stated, shall be determined from the date Steelway receives complete and satisfactory information necessary to manufacture the Goods, which includes signed approval drawings. Steelway shall not, however, be liable for any delay in delivery caused by conditions beyond Steelway's reasonable control including, without limitation, fire, accidents, war, riots, strikes, lockouts, labour difficulties, slowdowns, equipment breakdown, incompleteness or inaccuracy of information supplied to Steelway, acts of God, acts of civil or military authority, inability to obtain necessary labour and materials or any other cause or causes, whether or not similar to any of the foregoing. In addition, there may be delays in delivery of Goods not normally carried by Steelway. Any such causes of delay even though existing on the date of order or on the date of starting of manufacture shall extend the time of Steelway performance by the length of delays occasioned thereby, including delays reasonably incident to the resumption of normal procedures.
- (e) Under no circumstances shall Steelway be liable for any indirect or consequential damages whatsoever.
- (f) Steelway will endeavour to deliver the goods on the required delivery date. The Steelway truck is not considered late if deliveries are within two hours of the scheduled delivery date. If the shipment is by contract carrier (FOB STEELWAY) it is the responsibility of the customer to file claims with the carrier, Steelway cannot assume any liability for the claim. If goods are shipped FOB site, the responsibility will be Steelway's regarding any claim and will be handled by Steelway and the contract carrier during transit.
- (g) In the event that any services to be performed by Steelway shall be delayed by more than thirty (30) days on account of factors beyond Steelway's control, then upon notice from Steelway, Purchaser shall pay Steelway the cost of all work, services and materials to the date of such notice.
- (h) The Purchaser shall be responsible to inspect all Goods received pursuant hereto. If the Purchaser is of the view that part of the Goods are damaged preventing use of same, such Goods shall be noted as damaged and Steelway shall be notified immediately to determine what rectification in Steelway's sole absolute discretion is necessary. Steelway shall not accept claims for damage during unloading or handling at the jobsite. Further, Steelway shall not accept claims for visible shortages unless Steelway is notified within 48 hours of taking delivery and one copy of the packing list, with shortages properly noted, is returned to Steelway within the said 48 hours. Steelway shall not accept claims for shortages that are not visible unless Steelway is notified within fifteen (15) days of taking delivery and one copy of the packing list, with shortages properly noted, is returned to Steelway within the said fifteen (15) days. Steelway shall not be responsible for any cost, expense or damage of any kind arising from the use of damaged or otherwise defective goods. Steelway will not accept the cost of equipment (rental, or depreciation), small tools, supervision, overhead or profit subject to any claim. Any claim must be approved by the Steelway Project Management Team. Under no circumstances will Steelway allow the purchaser to withhold funds subject to any claims unless Steelway has adjudicated and approved said claims.
- (i) Partial delivery requires partial payment on the proportion or percentage of the delivery in reference to the contract amount, as determined by Steelway. Payment will be equal to that portion or percentage of the contract in dollar value delivered. (I.e. 50% of building equals 50% of payment).

8. BUILDERS' LIEN ACT AND INSURANCE

This Agreement is subject to the trust fund provisions contained in the Construction Lien Act (Ontario) and other similar legislation in other Canadian provinces. Until all payments required under this Agreement have been made to Steelway, the Purchaser shall maintain at its own cost such insurance and in such amounts as is normally required in the industry including, without limitation, comprehensive general liability insurance (against risk of loss or damage including property damage and theft) and builders' risk insurance (covering Steelway's material, equipment and labour for all risk loss.) All such insurance shall, at Steelway's option, name Steelway as an additional named insured and first loss payee and shall in any event contain a waiver of subrogation clause, if requested specifically by Steelway. The Purchaser agrees to defend, hold harmless and indemnify Steelway, its servants and agents and each of them against any and all liability, claims, suits, costs, damages, losses, expenses or otherwise arising out of or in any way connected with any injury (including death or total destruction) to any person or property which arises out of or results from work performed or Goods supplied hereunder. The Purchaser hereby irrevocably appoints Steelway its attorney in the settlement of any claim with respect to such insurance. Notwithstanding that Steelway retains a purchase money security interest in the Goods, the risk of loss with respect to each unit or part of the Goods, all additions and accessories thereto shall be deemed to have passed to the Purchaser at the F.O.B. Steelway point of manufacture.

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9. BUILDING CODE COMPLIANCE

It is the responsibility of the Purchaser to retain either directly or through independent contractors, qualified design, engineering and drafting personnel to prepare plans, which may be required to obtain building permits and other applicable approvals municipal or governmental authorities. The Purchaser shall be responsible to ensure that correct and complete design loads are specified for the job and to ensure that all local building codes, laws, regulations, ordinances and other requirements mandated by law or contracted for by the end customers are met and complied with respecting the design, purchase and installation of the building. In addition, the Purchaser is responsible for communicating to Steelway the correct and complete design loads, safety and occupancy requirements, and any other controlling factors that are appropriate for the geographic location. Steelway represents only that the Goods will meet the specific loadings outlined in the order. However, Steelway reserves the right to change the design or make structural substitutions which do not materially alter the strength of the Goods. Steelway shall not be responsible for ensuring that the specific loadings are appropriate for the project. Nothing herein should be interpreted as approval of design by Steelway. Steelway assumes no responsibility with respect to the Purchaser's compliance with or fulfillment of obligations under all local building codes, laws, regulations, ordinances and other requirements mandated by law or contracted for by customers.

10. WARRANTY AND LIMITATION OF LIABILITY

(Note: Steelway's Warranty Program is available at steelway.com)

- (a) Steelway warrants that its Goods when installed in a normal and proper manner according to Steelway specifications and all applicable building codes and regulations shall be free from any defect due to materials or workmanship for a certain period from the date of delivery, which depend on the nature of the goods supplied to be determined by the contract. Steelway's sole obligation under this warranty is to repair or replace such part or parts that are shown to the satisfaction of Steelway to be defective within the warranty period to an amount not in excess of the amount under this Agreement. The Purchaser shall notify Steelway in writing immediately upon discovery of any defect and Steelway shall have no liability hereunder for any claims, including shortages and field re-work. In no event shall Steelway be responsible for or liable for the cost of any repair or replacement carried out by other party or parties, unless expressly authorized in writing by Steelway. Notwithstanding any other provision of this Agreement or any other agreement between Steelway and the Purchaser, in no event shall Steelway be liable to the Purchaser or any third party for consequential or indirect damages, of any kind whatsoever, arising or alleged to arise from any defect in the Goods, or any breach or alleged breach by Steelway of this Agreement.
- (b) Steelway shall not be liable for any incidental loss or damage, however caused, including, without limitation, normal wear and tear. In addition, the warranty expressed hereunder shall be void in the event that an alteration or repair is made to the Goods by any person other than as authorized by Steelway. This warranty does not include expendable components, if any, and any components not manufactured by Steelway.
- (c) Steelway offers no express or implied warranties or conditions of any nature whatsoever except for such express warranties as set out herein. The warranty provided herein is in lieu of and excludes all other warranties, guarantees or conditions pertaining to the Goods, written or oral, statutory, express or implied, (except the warranty as to title) including any warranty or condition of fitness for any particular purpose. Steelway expressly disclaims all other representations, conditions or warranties, express or implied, statutory or otherwise and any representations, warranties or conditions that may arise from a course of dealing or usage of trade. The warranty provided herein shall constitute Steelway's sole obligation and liability and the Purchaser's sole remedy for breach of warranty. No other warranty has been made by any employee, agent, or representative of Steelway and any statements contained in any other printed material of Steelway are expressly excluded here from. Steelway shall not be responsible for any warranty offered by the Purchaser to any of its customers with respect to the Goods and the Purchaser shall indemnify Steelway with respect to same if any of those customers make a claim against Steelway relating to any such warranty. The warranty of Steelway is not assignable by the Purchaser.
- (d) None of Steelway, its officers, directors, servants or agents shall be liable or responsible for any loss or damage (including strict liability and liability for loss or damage due to items which the manufacturing processes are designed to identify) whether such loss or damage is caused by negligence in any manner whatsoever (including gross negligence) error, misrepresentation, misstatement, imprudence, lack of skill or lack of judgment.
- (e) Steelway provides pass-through warranties (from the suppliers) for Galvalume®, AZ165 and Silicone Modified Polyester Series Pre-painted Roof and Wall panels. A standard one year Material & Workmanship warranty is also provided. Steelway, at its discretion, may provide an optional warranty (Weather Tightness) for an appropriate fee. See the Warranty Program online at steelway.com.

11. DRAWINGS

All drawings supplied by Steelway shall remain Steelway property and are for the confidential use of the Purchaser. The Purchaser shall not show or convey any information about such drawings to any person, individual, partnership, corporation or any other entity except upon prior written consent from Steelway (which consent cannot be arbitrarily withheld) and except as required for the construction of the Goods. The Purchaser cannot copy the drawings except, copy the design details of the

drawings or fabricate any part of same, without the prior written consent of Steelway, which consent may not be arbitrarily withheld.

12. CANCELLATION

This Agreement is not subject to cancellation in whole or in part except with Steelway's express written consent and upon payment to Steelway of cancellation charges as follows:

- (a) Purchaser shall forfeit the deposit provided herein, if any; and
 - (b) Purchaser shall pay to Steelway the cost of all work, services and materials to the date of cancellation less any scrap values, as determined by Steelway, in its sole and unfettered discretion; and
 - (c) Purchaser shall pay to Steelway all legal costs reasonably incurred by Steelway.
- (d) Projects "On Hold" for more than six months will be cancelled.
- (e) Steelway, at its sole discretion, can cancel any project that has not been shipped within a six month period from the date of the original estimate and charges can be imposed per Clause (b) above.

13. DEFAULT

In the event that Steelway has, in its sole discretion, any doubts or concerns with respect to the Purchaser's financial responsibility, Steelway shall be entitled, without any liability for same, to stop operations, stop shipment, withhold delivery, or exercise any other rights or remedies to which it is entitled at law or equity until the Purchaser has paid for all materials and other costs and expenses hereunder or until the Purchaser has satisfied Steelway of its financial responsibility.

In addition, Steelway may cancel this Agreement by giving written notice to that effect to the Purchaser (which notice shall take immediate effect), and shall not be obliged to deliver any further Goods to the Purchaser where:

- (a) the Purchaser defaults in the payment for any Goods shipped by Steelway to the Purchaser hereunder or under any other quotation or order;
- (b) any formal or informal proceeding for the dissolution of, liquidation of, or winding up of the affairs of the Purchaser is instituted by or against the Purchaser or where a resolution is passed or any other act undertaken for the winding up of the Purchaser;
- (c) the Purchaser ceases or threatens to cease to carry on its business;
- (d) a receiver, manager, curator, trustee or similar officer is appointed in respect of the Purchaser or any part of its assets, by a regulatory authority, a court of competent jurisdiction, or under an agreement;
- (e) the Purchaser is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Purchaser, or where the Purchaser makes an assignment for the general benefit of creditors, or a proposal to creditors under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or similar legislation of any jurisdiction or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Purchaser.

The termination of this Agreement shall not release, discharge or otherwise affect the obligation of the Purchaser to pay for any Goods delivered to the Purchaser prior to the time when the termination took effect.

14. GENERAL

- (a) This Agreement shall be governed in all respects by the laws of the Province of Ontario and. The Superior Court of Justice shall have exclusive jurisdiction with respect to any dispute or difference between the parties.
- (b) If any dispute or difference shall arise between the parties hereto, the same shall be referred to arbitration by a single arbitrator pursuant to The Arbitration Act, 1991 (Ontario). The arbitration shall take place at London Ontario, unless otherwise agreed to by the parties.
- (c) The Purchaser shall not be entitled to assign any of its rights under this Agreement, and no person may assume the obligations of the Purchaser hereunder, without the prior written consent of Steelway, which consent may not be arbitrarily withheld. Steelway shall be entitled to assign any or all of its rights under this Agreement without the prior consent, written or otherwise, of the Purchaser.
- (d) No changes or modifications to this Agreement shall be valid or binding upon any party hereto, unless such change or modification shall be in writing and signed by all of the parties.
- (e) No waiver by any party of any breach of any of the covenants, provisions, conditions or stipulations herein contained, whether expressed or implied, or negative or positive in form, by any other party shall have any effect or be binding upon such party unless the same is in writing under the authority of the said party, and any waiver whatsoever shall extend only to the particular breach so waived and shall not limit or affect the rights of any party to any future breach.
- (f) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in lieu of each such invalid, illegal or unenforceable provisions there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and be valid, legal and enforceable.
- (g) This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. Except as expressly provided in this Agreement, no termination of this Agreement shall be binding unless executed in writing by all parties to be bound thereby.