



ANY REQUEST FOR QUOTES AND/OR PURCHASE ORDERS RECEIVED FROM A CLIENT AND ACCEPTED BY ALLIANCE STEEL CORPORATION (ASC) SHALL BE SUBJECT EXCLUSIVELY TO ASC'S CONDITIONS OF SALE WHICH ARE ACCEPTED BY THE CLIENT TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS AND WHICH CAN BE FOUND ON THE ASC WEBSITE AT <https://www.alliancesteel.com>.

CONDITIONS OF SALE

1. No alteration or modification of any of the provisions hereof shall be binding on Alliance Steel Corporation/La Corporation d'Acier Alliance (hereinafter referred to as the 'Vendor') unless made in writing in a document executed by a duly authorized official of Vendor, nor shall any of the terms or provisions of Purchaser's order which are not consistent with any of the terms and conditions hereof be binding on Vendor.
2. Vendor shall exercise its best efforts to deliver within the times quoted but does not guarantee delivery time. Vendor shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect or consequential, caused by delay in delivery for any reason whatsoever.
3. Vendor may change all prices without notice. The Purchaser, unless it delivers to Vendor an appropriate certificate or other proof of exemption, shall be liable for and pay all taxes and duties relating to sale or delivery of products hereunder. All such taxes and duties, unless otherwise expressly stipulated, shall be added to and become a part of the price payable by the Purchaser to the Vendor. Vendor shall have the right to correct any typographical or mathematical errors in any quotation, order or invoice. Any pricing that is or may become subject to tariffs, surcharges and/or surtaxes in relation to the products ordered, including any increase thereof, shall all be the sole responsibility of the customer, to the complete exoneration of Alliance Steel Corporation.
4. Vendor's interpretation of a verbal order shall be final and binding when shipment or cutting of an order is made prior to receipt of a written confirmation. Notwithstanding the above, all orders of special merchandise or made to order must be submitted in detail in writing and cannot be cancelled and the merchandise cannot be returned without the explicit written consent of the Vendor.
5. If a Purchaser fails to make payment when due or in a manner which is no longer satisfactory to the vendor or if the financial situation of the Purchaser has weakened or is judged to be unsatisfactory to the Vendor, the Vendor reserves the right to change the terms of payment at any time on all material not yet shipped, even after partial shipment or partial payment on account of a contract, and/or to suspend or cancel production or delivery of products then on order by the Purchaser, until such payment or security arrangements satisfactory to the Vendor are made.
6. Subject to the provisions hereof, the Vendor will, at its option, replace any product sold hereunder which is found to be defective or not in conformity with the terms of the order as accepted by the Vendor, or refund the Purchaser the invoice price paid by the Purchaser, less scrap value for such product, provided the Purchaser promptly notifies in writing the Vendor of its claim and keeps the product for inspection by the Vendor. The written claim must be received by the Vendor at the latest 15 days from receipt of goods by the Purchaser and all products kept for inspection by the Purchaser for the Vendor must be maintained in an environment which will preserve the state of the product and not allow for its deterioration. Under no circumstances shall the Vendor's liability exceed the price invoiced by the Vendor for the product determined to be defective. Without limiting the foregoing, Vendor accepts no responsibility, risk or liability to the Purchaser or others concerning, relating to or arising out of: (a) the merchantability or otherwise of the products sold hereunder.,(b) the fitness or otherwise for Purchaser's purposes of the products sold hereunder, or (c) the performance, non-performance, failure, efficacy, length of life of or any defect in the whole or any part or parts of any product or products manufactured or fabricated from or incorporating or otherwise using the product sold hereunder, in each case whether or not the products sold hereunder were selected or used in accordance with any recommendations, assistance, or instructions of Vendor. Purchase assumes all such responsibility, risk and liability and agrees to indemnify and save harmless Vendor from and against any liability, loss, costs, damages, claims or expenses in respect hereof.
7. Without limiting any other provisions of these conditions of sale, Vendor shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect, or consequential, suffered by any person as a result of a delay in delivery, or non delivery, or any other failure or delay in performance by Vendor caused by strikes, lockouts, labour disputes, accidents, fires, pandemics, delays in production, transportation or delivery of material, acts of God, embargo, civil commotion, government action whether federal, provincial, municipal, foreign or otherwise or any other cause beyond Vendor's reasonable control.
8. This sale shall be construed in accordance with the laws of Quebec and the federal laws of Canada applicable therein.
9. Purchaser acknowledges having read and understood the provisions hereof.