



Revised 08/11/2014

Long Products Limited Warranty – Canada

EVRAZ Inc. NA (“EVRAZ”) provides the following limited warranty with respect to rail, rod, and bar products (“Product”) manufactured by EVRAZ or its affiliates in North America from the “Revised” date, above written, until superseded (the “Effective Period”) and installed in Canada. **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF PRODUCT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

Limited Warranty. EVRAZ warrants to each direct and indirect purchaser of Product that Product (i) at the time of delivery, will comply with the specifications set forth on the order acknowledgement and any mill certificate issued by EVRAZ and (ii) will be free from product and design defects for 60 months after the time of delivery.

THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY EVRAZ WITH RESPECT TO PRODUCT. EVRAZ DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION, THE DURATION OF SUCH IMPLIED WARRANTY OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF ORIGINAL SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY OR CONDITION UNDER APPLICABLE LAW.

Terms and Conditions Applicable to Warranties. The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when Product has been subjected to normal use and exposure and has been accorded treatment which is considered good practice in the industry regarding handling, finishing, storage and maintenance of such products. In addition to this limitation, any damage to Product resulting in whole or in part from the following conditions is NOT EVRAZ’s responsibility and is NOT covered by the foregoing warranties:

- (a) Failure to store, handle or install Product in accordance with standard practices and all applicable codes;
- (b) Improper design or installation of the structure into which Product is incorporated;
- (c) Suitability or performance of any materials applied or attached to Product;
- (d) Causes other than normal use conditions, such as: impact with objects, earthquake, flood, fire or other acts of God or nature; or any other cause beyond EVRAZ’s control;
- (e) A third-party’s actions, omissions or negligence; or
- (f) Improper rail welds or attachments in the field.

2. Before EVRAZ will honor any claim under this Limited Warranty, the direct or indirect purchaser must give EVRAZ written notice of the claim no later than ten (10) days after discovery of any alleged problem with Product. Written notice shall be directed to EVRAZ Inc. NA, 1612 East Abriendo Avenue, Pueblo, CO, 81004 Attn: Sales. All claims must be accompanied by supporting documents. The direct or indirect purchaser must grant reasonable access for inspection and shall not make any alteration or repair to Product before EVRAZ inspects it. If EVRAZ’s inspection confirms that the Product does not conform with the warranty set forth herein, then EVRAZ will, at its sole option, either replace the non-conforming Product or refund the original uninstalled purchase price for the non-conforming Product or, where the product has already been installed, reimburse the direct or indirect purchaser, as the case may be, for the reasonable cost of repair or replacement of the non-conforming Product up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming Product. These remedies are EVRAZ’s sole and exclusive obligation and liability for any breach of warranty relating to Product and are the direct and indirect purchaser’s sole and exclusive remedies for any such breach.

3. UNDER NO CIRCUMSTANCES WILL EVRAZ BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF PRODUCT. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE DIRECT OR INDIRECT PURCHASER, WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. Some provinces may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. The foregoing warranties are non-transferable and are not for the benefit of any third parties.

5. This is the entire warranty between EVRAZ and the direct or indirect purchaser with respect to Product manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to Product manufactured during the Effective Period.

6. The provisions of this Limited Warranty are severable. If any provision of the Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from province to province.