Revised 1/29/2015

RESELLER TERMS (CANADA)

These Reseller Terms bind EVRAZ ("Manufacturer") and its Reseller ("Reseller") regarding the purchase and resale by Reseller of products manufactured by Manufacturer (the "Goods") in Canada. "Manufacturer" refers to the specific entity (such as EVRAZ Inc. NA Canada) manufacturing the subject Goods in Canada. By accepting delivery of the Goods (directly or on behalf of its customer) from Manufacturer, Reseller agrees to be bound by these Reseller Terms unless otherwise set forth in a separate written agreement signed by Manufacturer and Reseller.

1. REJECTION OF OTHER TERMS AND CONDITIONS. These Reseller Terms supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of such Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in Reseller's purchase order or other documents submitted to Manufacturer by or on behalf of Reseller at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Reseller Terms, and are hereby expressly rejected by Manufacturer. These Reseller Terms shall be deemed accepted by Reseller without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Manufacturer in a writing signed by Manufacturer. Unless otherwise specified, these Reseller Terms shall continue in effect until the expiration of the applicable statute of limitations.
2. Appointment. On a non-exclusive basis, Manufacturer hereby grants to Reseller, and Reseller hereby accepts from Manufacturer, the right to act as one of Reseller's approved distributors of the Goods. Reseller agrees, at its expense, to use its best efforts to promote, develop, market, sell and distribute the Goods.
3. SHIPMENT; TITLE; RISK OF LOSS. All shipping dates are approximate and not guaranteed. Unless otherwise expressly stated in writing by Manufacturer, title and risk of loss shall pass from Manufacturer to Reseller once the Goods are loaded on the first carrier at Manufacturer's facility, and all claims for loss or damage in transit must be filed against the carrier by Reseller. Reseller shall pay freight, unless prepaid, and shall unload shipments promptly. Any increase in freight rates for shipments, whether prepaid or not, and all demurrage shall be borne by Reseller.
4. PRICES. Unless otherwise specified in writing by Manufacturer, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge (including Federal Goods and Service Tax and Provincial Sales Tax) applicable to the sale, delivery, shipment or storage of the Goods that Manufacturer is required to pay or collect shall be for Reseller's account, shall be added to the price and shall not be subject to reduction.
5. EXCUSE OF PERFORMANCE. The parties will be excused from their respective performances hereunder (except Reseller's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control. If such event affects Manufacturer, Manufacturer may, without liability, allocate and distribute the Goods among such customers in such proportions as Manufacturer, in its sole discretion, determines.
6. WARRANTY. All sales and Goods delivered to Reseller (or to its customer at the direction of Reseller) shall be subject to Manufacturer's standard warranty available at www.EVRAZNA.com\ProductTCSale.asp or upon request.
7. LIMITATION OF REMEDY AND LIABILITY. IF THE GOODS ARE SUBJECT TO A LIMITED WARRANTY PROVIDED BY MANUFACTURER, THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE GOODS TO CONFORM TO THE APPLICABLE WARRANTY SHALL BE LIMITED TO REPAIR, REPLACEMENT OR REFUND OF PURCHASE PRICE (AT MANUFACTURER'S OPTION). IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MANUFACTURER'S CUMULATIVE LIABILITY TO RESELLER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. MANUFACTURER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. RESELLER AGREES THAT IN NO EVENT SHALL MANUFACTURER'S LIABILITY TO RESELLER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL.
8. REJECTION OF NON-CONFORMING GOODS. Unless otherwise set forth in an express limited warranty or full warranty provided by Manufacturer, rejection of non-conforming goods must be made by Reseller in writing within ten (10) days of receipt, and all defects ascertainable at time of giving notice shall be stated with particularity or deemed waived. In event of any complaint, shipment shall be held intact, and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Manufacturer. If full credit is allowed for non-conforming goods and unless otherwise set forth in a limited warranty or full warranty provided by Manufacturer, the goods must be retained intact at the delivery point, and Manufacturer shall have 60 days from the date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to Manufacturer unless Reseller has written permission of Manufacturer to do so. A claim that goods are non-conforming shall not entitle Reseller to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with these Reseller Terms, and, in the event of subsequent allowance of any claim, Manufacturer shall promptly make payment to Reseller for the amount so allowed.
9. FURTHER HANDLING. Reseller shall indemnify, defend and hold harmless Manufacturer, its affiliates and their respective officers, directors, employees, representatives and agents from and against, any and all claims, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the use, handling, processing, alteration, distribution, sale or marketing of the Goods, or any other action or inaction with regard to the Goods, in each case after the delivery thereof to Reseller; provided however, that Reseller shall not be liable to Manufacturer for damages directly caused by the sole negligence of Manufacturer or by Manufacturer's breach of warranty expressly set forth in Manufacturer's written limited warranties available at www.EVRAZNA.com\ProductTCSale.asp or upon request.
10. PAYMENT TERMS; CREDIT REQUIREMENTS. Except as otherwise specified in writing by Manufacturer, terms of payment are net 30 days from date of Manufacturer's invoice in Canadian currency. Reseller shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. In the event that Manufacturer determines, at any time in its sole and absolute discretion, that the credit of Reseller or of any person or entity providing credit support for Reseller's obligations under these Reseller Terms is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement, instrument or document supporting Reseller's obligations under these Reseller Terms, Manufacturer shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Reseller to Manufacturer, whether under these Reseller Terms or otherwise, and to suspend and/or terminate further production, shipment, and delivery to Reseller of any order, whether under these Reseller Terms or otherwise, until credit arrangements satisfactory to Manufacturer in its sole judgment have been established. If any such credit is provided to Reseller, or performance assurance is required by Manufacturer of Reseller, Reseller will provide to Manufacturer financial information requested by Manufacturer. Reseller acknowledges that it may be charged an interest rate of 18% per annum, calculated on the basis of a 365-day calendar year, on all balances outstanding more than 30 days after the date of invoice.
11. Security Interest. Manufacturer retains a security interest in any Goods for which Reseller has not paid, any replacements of said Goods and all proceeds of said Goods or its replacements. If Reseller shall fail to pay any portion of the purchase price or related charges when due, Manufacturer shall have the right, without liability, subject to the rights of the user of the Goods to quietly enjoy the Goods, to repossess the Goods and to avail itself of any legal remedy. Reseller agrees to execute and deliver such financing statements and other documentation as EVRAZ may reasonably request to perfect and protect Manufacturer's interest in the Goods.
12. EXPORT CONTROL REGULATIONS. All Goods by Manufacturer are subject to the export control laws of the United States of America and/or Canada, and Reseller agrees not to divert or resell the Goods contrary to such laws. If any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Reseller, Reseller will obtain the same at its expense and provide evidence of the same to Manufacturer on request. Failure to do so will entitle Manufacturer to withhold or delay shipment, but failure to do so will not entitle Reseller to withhold or delay payment of the price therefor. Any expenses or charges incurred by Manufacturer resulting from such failure will be paid for by Reseller within ten (10) days of receipt of Manufacturer's written request.
13. GOVERNING LAW; SEVERABILITY. These Reseller Terms shall be governed by the laws of the Province of Alberta, Canada, without reference to the choice of law, conflicts of law, or principles of any other province or country which might otherwise be applied. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Reseller Terms. If any provision of these Reseller Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of these Reseller Terms.
14. Independent Contractor. Reseller is an independent contractor and is not a partner, employee, agent, legal representative or franchisee of, or joint venturer with, Manufacturer, and shall not have any authority to bind EVRAZ in any respect. All persons engaged by Reseller shall be employees, legal representatives or agents solely of Reseller and not of Manufacturer.
15. **Buyer agrees that it shall not offer or provide cash, cash equivalents or any other item of value directly or indirectly to any government official for the purpose of influencing any act or decision in connection with the purchase or resale of products ordered from Evraz. Buyer further warrants that its officers, employees, and agents shall comply with the Corruption of Foreign Public Officials Act, S.C. 1998, c. 34 ("CFPOA"), the United Kingdom Bribery Act ("UKBA"), and any other similar anti-corruption legislation in any applicable jurisdiction where EVRAZ or the Buyer do business. Buyer acknowledges that any violation of the CFPOA, UKBA, or Applicable Anti-corruption Law shall be grounds for immediate termination of this agreement without fault to EVRAZ.**

16. MISCELLANEOUS. These Reseller Terms shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. Reseller shall not assign its rights or obligations under these Reseller Terms without Manufacturer's prior written consent. Any assignment or appointment except as permitted herein shall be null and void. No waiver of any provision of these Reseller Terms by Manufacturer will be valid unless the same is in writing and signed by Manufacturer. Manufacturer reserves the right to unilaterally modify or amend any portion of these Reseller Terms at any time without prior notice effective immediately upon posting at Manufacturer website (www.EVRAZNA.com\ProductTCSale.asp). The current version of these Reseller Terms and any modifications or amendment supersede all prior versions of these Reseller Terms. The most current version of these Reseller Terms may be found at Manufacturer website (www.EVRAZNA.com\ProductTCSale.asp) and is available upon request.
17. Language Laws (Quebec): The parties have requested and agreed that this Agreement be drafted in the English language. Les parties au presents ont demande que le present Contrat soit redige dans la langue anglaise.