

STANDARD TERMS AND CONDITIONS

QUOTATIONS, PRICE LISTS, MANUFACTURING AND DELIVERY INFORMATION ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

PLEASE NOTE, NAS TERMS ARE WITH OUR CUSTOMERS AND RESELLERS. NAS TERMS SHOULD BE REFERENCED WHEN NEGOTIATING WITH 3RD PARTY SUPPLY CONTRACTS TO ELIMINATE DISPARITY.

ARTICLE 1: STANDARD TERMS OF SALE

- A. Applicable Sales Taxes are not included in NAS Proposals. All form of taxes will be extra.
- B. Hold backs are not acceptable unless negotiated.
- C. The Proposal pricing does not include permit costs, development costs, egress approval and sign off by an Architect, sprinkler review and sign off by Contractor, slab design and sign off unless specified.

ARTICLE 2: FOB POINT

Our manufacturing plants located in Whitby or Colborne, Ontario. Freight and unloading costs are the responsibility of the customer. All materials shipped are inspected and signed for by the carrier as complete and undamaged. Should there be any damages or shortages on receipt, state details on bill of lading and initiate freight claim. Our responsibility ends upon loading and receiving the driver's signature. Our assistance is available to secure adjustments.

On-site Offloading and Storage Responsibility: Upon delivery, customers are responsible for the on-site storage of all delivered components. It is imperative that components are offloaded and stored in a manner that protects them from adverse **weather** conditions, **moisture**, and other environmental factors that may cause damage, rust, or deterioration. Proper offloading conditions and storage is crucial to maintain the integrity and quality of the components prior to installation. Failure to adequately store components may void warranties or incur additional costs for replacement or refurbishment. Please ensure that suitable storage facilities or protective measures during offloading are in place prior to delivery.

ARTICLE 3: DRAWINGS

NAS is only responsible to design or install the equipment requested according to said dimensions, drawings, calculations, or specifications provided by the customer. NAS will not be held responsible for confirming the accuracy or functionality of any dimensions, drawings, calculations, or specifications provided by the customer. All drawings, design, concepts, and products provided by NAS are proprietary and subject to protection under Canadian patent, copyright, or industrial design legislation.

ARTICLE 4: RETURNS

Materials at NAS are manufactured to the requested specifications. Any returns require an approval number. Deductions must not be made before the receipt of our credit note, which will be issued immediately after receipt and inspection of the returned material.

ARTICLE 5: CANCELLATIONS

Cancellation of orders is subject to charge for work completed and commitments made.

ARTICLE 6: DELIVERIES

While NAS will use every reasonable means to ship within specified dates, NAS will not be responsible for any kind of loss or damage direct or indirect, arising from delays or non-performance resulting from strikes, slowdowns, fire, floods, failure or delays of raw material, errors of manufacture, government regulations, freight carriers, etc.

ARTICLE 7: DELAY OF ACCEPTANCE

Prices are based on our shipping all material when ready at our plant. The inability to ship material due to site delays may result in additional charges and will be invoiced separately.

ARTICLE 8: CONDITIONS OF SALE

While NAS appreciates the receipt of a signed Purchase Order, these Terms and Conditions cannot be waived or varied by customer's Purchase Order or otherwise without written consent by NAS.

ARTICLE 9: INSTALLATION

Unloading of delivered material and material handling is the responsibility of the customer, unless otherwise stated in the NAS Proposal. These products are to be placed at a location convenient to the work site. A staging area must be provided that should be broom cleaned and clear of all materials and other trades. Adequate power, lighting, garbage bins and washroom facilities shall be provided by the customer. All our products are shipped in clean condition from our

manufacturing facility. NAS is not responsible for the removal of any dust or debris that settles on our product due to equipment used by other trades.

ARTICLE 10: WARRANTY

NAS offers two (2) years warranty for any defects in manufacturing or workmanship. NAS's liability for defective goods shall be confined solely to replacement or repair of defective products. No charge for repairs done by the customer or others will be accepted without prior written approval. Warranty is deemed null and void if repairs are made without NAS approval or installation is altered, deviating from original drawings and specifications.

ARTICLE 11: TITLE TO ALL PRODUCTS

Title to all products shall remain with North American Steel until payment is received in full.

ARTICLE 12: LITIGATION

If any litigation arises in connection with any transaction, the place of litigation shall be at Town of Whitby, ON.

ARTICLE 13 – GALVANIZED FINISHING

North American Steel offers Hot-Dip Galvanized (HDG) finish options in appropriate applications as it provides corrosion protection for decades. While we understand that aesthetics is an important factor to some clients, it is important to understand that HDG components will naturally have a variety of initial appearances as well as variations in coating finish. These variations are normal. These differences in initial appearance can occur between individual pieces and even between sections of the same piece. The initial appearance of HDG steel is hard to predict for a variety of reasons, including steel chemistry, cooling rate, and stress induced during steel processing.

Regardless of initial appearance, all HDG steel parts will take on a uniform matte gray appearance upon exposure to the environment, typically within six months to two years.

Common Appearances on Newly Galvanized Parts:

In Appendix A are appearances you are likely to see on new HDG components. These are all normal and do not affect the performance of the galvanization. All these appearances will weather over time into a matte gray appearance, typically within six months to 2 years.





Galvanized Coating Build Up

Occasionally, a buildup of the galvanized coating may occur on HDG components. This buildup is common and may require the end user or installation team to remove these areas of build up during installation to get or improve the connection.

Touch Up of Galvanized Components

In the instance where a section of galvanization has been stripped or removed, this can be touched up on-site using factory approved zinc-rich touch up paints. If you feel that you require touch ups to parts of your galvanized steel components, reach out to your North American Steel rep who will advise on how to perform any required touch ups.

Appendix A

Shiny Coating	Matte Coating	Spangle	Mottled
			
Mixed Appearance	Coating Overlap Line (Progressive Dip)	Oxide Lines	Wet Storage Stain
