



General terms & conditions of sales

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Revision index

Version		Description of changes
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Approver: Guillaume Wilbois
Factory director

Signed on: 28TH OCTOBER 2024

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1. General provisions

- 1.1 These General Terms and Conditions of Sale (the "**GTC**") govern the sale of products between Associated Steel Industries Ltd. (hereinafter the "**Company**") and the customer (hereinafter the "**Customer**" and, collectively with the Company, the "**Parties**").
- 1.2 The GTC may from time to time be supplemented by special terms determined by the Parties in a Confirmation (as defined in Section 2.1).
- 1.3 The GTC and Confirmation form the agreement between the Parties (hereinafter the "**Agreement**").
- 1.4 Unless otherwise agreed, in the event of any conflict between the terms of the GTC and the Confirmation, the terms of the Confirmation shall prevail.
- 1.5 The provisions of any general terms and conditions of purchase of the Customer ("**GTCP**") or similar document that would be contrary to the Agreement will be deemed unenforceable against the Company. Similarly, any clause included in the Order (as defined in Section 2.1) will only be enforceable against the Company if it is reproduced in the Confirmation. Any failure to respond by the Company shall not be construed as implied consent.
- 1.6 Each provision of the GTC is separate and severable, and if any provision, in whole or in part, is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of the GTC shall remain valid and enforceable.
- 1.7 Without prejudice to any special provisions provided for in the Confirmation, the Agreement shall expire as of right once the Parties have fully performed their obligations thereunder.
- 1.8 The Customer may not transfer the Agreement to any third parties, even in part, without the prior written consent of the Company.
- 1.9 Any translation of the GTC into a language other than French shall be for practical purposes only and shall not be legally binding. As translations may differ from the original French version, it is expressly agreed between the Parties that the French version prevails.

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2. Offer and confirmation of order

2.1 Any order from the Customer (the "**Order**") must be expressly accepted in writing by the Company. Such acceptance shall be confirmed by the Company's issuance of an order confirmation (the "Confirmation"). In the absence of a Confirmation, the Order shall be deemed not to have been accepted by the Company and the Agreement shall be deemed not to have been formed.

2.2 The Confirmation must reiterate the terms of the Order and contain a description of the products as well as details regarding material, type, quantity and/or weight, delivery and return conditions, price and terms of payment.

The products' nominal weight, dimensions and quantities shown in the Confirmation are for indicative purposes, so that standard allowances, if any, may be taken into account.

2.3 The Company shall provide the Customer with all information, advice and warnings relating to the specifications and uses of its products. Before placing an order, it is the Customer's responsibility to verify, based on this information, that the product's characteristics disclosed to it meet its needs and requirements.

Consequently, any special need and/or requirement of the Customer must be expressly notified in writing to the Company before the Confirmation is issued. In the absence of such notification, the Company cannot be blamed for selling a product that does not comply with such requirements.

2.4 Amendments to the Order are binding on the Company only if they are followed by the issuance of an amended Confirmation by the Company.

If the Company does not issue an amended Confirmation, the change to the Order requested by the Customer shall be deemed not to have been accepted by the Company, and the Agreement shall be performed in accordance with the original terms.

2.5 Unless expressly accepted by the Company, any cancellation by the Customer after the Confirmation is sent will not be considered valid.

2.6 The Company owns the intellectual property rights to the illustrations, drawings, calculations and other documents that are sent to the Customer. These documents may not be made available to third parties without the prior written consent of the Company obtained after a specific request to that effect.

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3. price and terms of payment

- 3.1** Unless otherwise stipulated, the prices specified in the Confirmation:
- are per thousand kilograms of products;
 - do not include taxes (QST and PST);
 - do not include incidental charges, including, without limiting the generality of the foregoing, transportation costs, taxes or possible customs duties.
- 3.2** The billing schedule is detailed in the Confirmation. It is agreed between the Parties that the Company reserves the right to charge a deposit. The amount of the deposit will be agreed upon between the Parties and set out in the Confirmation.
- 3.3** For deliveries in Quebec or Canada, prices on the invoice shall be increased based on the tax applicable on the date of the invoice (PST and QST). For deliveries outside the territory of Quebec or Canada, the Customer is liable for the taxes and/or duties imposed on the products when they enter other countries.
- 3.4** In the event that the delivery rates have been predetermined with the Customer, but that transportation costs increase significantly at the time of delivery compared to the market conditions when the Agreement was entered into, the Company reserves the right to adjust the total sale price to take into account the additional transportation costs.
- 3.5** Where:
- a period of more than six (6) weeks has been agreed to between the Confirmation and the delivery date; and
 - after the Agreement is entered into, the Company is faced with a price increase for the performance of the Agreement (e.g., increase in supplier or raw material costs, etc.);
- the Company reserves the right to increase the agreed-upon price commensurate with the above-mentioned cost increase, for the supply of any products (in whole or in part) occurring after the above-mentioned six- (6-) week period.
- 3.6** Unless otherwise stipulated in the Confirmation, a payment term of thirty (30) days shall apply.
- 3.7** The Company reserves the right, at any time, to require payment and performance guarantees from the Customer. The Company also reserves the right to demand the balance of the Agreement if such payment guarantees are not provided to the Company within the prescribed time period or within a period of time that the Company considers to be unreasonable.
- 3.8** Any potential claims concerning a product sold by the Company shall not in any way suspend the Customer's obligation to pay the invoice on the agreed due date.
- 3.9** Any delay or failure to pay any amount due to the Company under the Agreement will result in interest being charged on the balance at the rate of eighteen percent (18%) per year.

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- 3.10** In the event of late payment of all or part of any invoice on its due date, the Company reserves the right to:
- a) suspend the manufacture, delivery or shipment of the order or the remaining items of that order (and the products of any other order that would have been placed by the Customer and accepted by the Company under the Agreement or any related contract).
 - b) notify the Customer of the forfeiture of the term of any other pending invoice issued under the Agreement and/or any related contract and require the Customer, as of right and without further act, to immediately pay in full such invoices.
 - c) legally set off the sums owed to it under the Agreement against any sum that it may, for any reason, owe the Customer.
 - d) resolve the Agreement in accordance with Part 9 hereof.
- 3.11** The Customer's obligation to make all the payments required under the Agreement is unconditional and the Customer may not, under any circumstances, set off or claim compensation in respect of any sum or obligation that the Company may owe it.

4. delivery by company, acceptance by customer, transfer of ownership and risk

4.1 Delivery of Goods by Company

- 4.1.1** When the delivery of the products is the responsibility of the Company, the Customer undertakes to provide the Company with the precise and final destination for the purchased products. The destination and shipping instructions must be indicated in the Order. Any change after the Confirmation shall require the prior written consent of the Company.

If no instructions are provided in the Order, the Company reserves the right to:

- a) suspend the manufacture, shipping or delivery of products; and/or
- b) invoice the Customer for any storage and custody costs incurred; and/or
- c) cancel the Agreement as of right.

Furthermore, in the event of default, the Company reserves the possibility of charging the Customer an undetermined penalty of thirty percent (30%) of the value of the applicable products, including taxes, without prejudice to any damages and addition all interest and/or any other penalty provided herein.

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- 4.1.2** Unless otherwise provided in the Confirmation, transportation shall be carried out by a service provider (forwarder or carrier) chosen by the Company, and the Customer shall be informed of such chosen service provider.
- 4.1.3** In the event that, after the Agreement is entered into, the Company is faced with an increase in transportation costs, the Company reserves the right to increase the agreed-upon price commensurate with the increase in the above-mentioned costs.
- 4.1.4** Only the overall weight of each shipment is guaranteed.

4.2 Customer's Acceptance of Products

- 4.2.1** The Customer's acceptance of the products shall take place at the location indicated in the Confirmation.
- 4.2.2** The Company shall notify the Customer when the products are available at the pick-up location and the Customer must accept them up within fifteen (15) days of such notice.

Without prejudice to the other rights provided for in the Agreement, the Company reserves the right to charge the Customer for the fees and costs related to the storage and custody of the products if the Customer fails to comply with the above-mentioned fifteen- (15-) day time limit.

- 4.2.3** The Customer is responsible for loading the products and for retaining the services of a carrier, if necessary. However, if the Company is responsible for the loading operations, this service will be re-invoiced to the Customer.
- 4.2.4** Only the Customer and/or its carrier shall control, direct and be responsible for the above-mentioned operations. The risks of all of such operations shall be assumed by the Customer and/or its carrier.

The equipment used shall be that of the Customer and/or its carrier. However, if required for technical or organizational purposes, additional equipment may be loaned if expressly requested by the Customer.

The Customer and/or its carrier will then have custody of the loaned equipment and shall be exclusively and solidarily liable therefor.

The Customer and/or its carrier shall use their own employees to carry out the above operations.

- 4.2.5** For greater certainty, the loading operations relate strictly to loading and therefore exclude any previous, related or subsequent chocking, load securing, or packing operations and any operations to protect the goods. Any additional costs incurred by the Company due to loading may be invoiced to the Customer.

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- 4.2.6** The Customer expressly undertakes to comply with the safety rules and guidelines in force on the Company's sites. The Customer also expressly undertakes to inform its employees, any potential subcontractors, and its carriers of such safety rules, and to ensure that the persons assigned to loading, load securing and transportation operations have safety training, are able to implement safety rules, and have the necessary tools and equipment to ensure their own safety and that of any third party. Lastly, the Customer undertakes to ensure that all of the terms and conditions hereof are respected by the above-mentioned persons.
- 4.2.7** The Customer and/or its carrier must use appropriate lifting devices that comply with the regulations in force and carefully inspect all lifting accessories before each use, to ensure their suitability and compliance. The Company is not liable for any damage caused by the use of an improper, non-compliant or defective lifting accessory.
- The Customer must give the Company at least forty-eight (48) hours' notice before arriving at the location specified in the Confirmation to pick up the goods.
- 4.2.8** The Customer's employees may only enter the Company's site with written authorization issued by the Company. The Customer shall assume the duty of constant supervision with regard to its employees as well as those of its potential subcontractors.
- 4.2.9** Products sold by the Company are deemed to be removed and certified at the plant designated by the Company. The Customer shall assume the physical and legal custody of such products as soon as the loading has been carried out.
- 4.2.10** The Customer undertakes to communicate to its carrier all the obligations covered by this Part 4 and undertakes to ensure that the said carrier complies therewith.

4.3 Shipping

- 4.3.1** Any delay in the delivery or availability of the products will be the subject of a notice from the Company to the Customer. In such a case, the Company shall only be held liable if the order was validated by a Confirmation and after a grace period of twelve (12) weeks. This time period may be revised based on the nature and quantity of the products ordered.
- 4.3.2** The Parties agree to an allowance for partial deliveries that may not be less than ninety percent (90%) of the expected delivery. The Company cannot be held liable if the remaining items are delivered or made available to the Customer within the above-mentioned grace period (4.3.1) beginning at the time of partial delivery or availability.
- 4.3.3** The Company's obligation with respect to the delivery or availability of products is subject to performance of the obligations by potential subcontractors, forwarder and carriers.
- 4.3.4** Compliance with the time or date of delivery or availability is contingent on the Customer's compliance with its own contractual obligations.
- 4.3.5** The time frames for delivery or availability are agreed to based on production options and available storage.

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If the unavailability of any ordered products causes a delay in supply, the Company shall inform the Customer of this delay and, if possible, of the expected new delivery time frame. Unless otherwise provided, the Company shall not be held liable if the new delivery time frame does not cause a delay of more than one (1) month in relation to the time frames originally agreed to by the Parties.

- 4.3.6 The Company has the right to retain potential subcontractors and will inform the Customer should it exercise this right.
- 4.3.7 In the event of force majeure, the Company's obligations regarding the delivery or availability and transportation shall be reviewed in accordance with Part 10 hereof.
- 4.3.8 The Customer's obligation to cover the costs includes possible additional transportation costs due to shipping problems, unloading fees, and costs caused by any type of inactivity.
- 4.3.9 The parties agree that each party will carry out the administrative formalities (customs declaration, etc.) for which it is responsible. Where transportation is organized by the Company, any penalties, delays or problems due to the Customer's failure to satisfy its legal obligations will be subject to re-invoicing and compensation. The Company shall not be held liable in this regard.

4.4 Transfer of Risk and Retention of Title

- 4.4.1 When the delivery of the products is carried out by the Company, it is agreed that the Customer will assume the risk of loss and deterioration of the products as soon as the products are loaded by the Company, regardless of the type of transportation (road or water) and regardless of the date of payment and delivery of the products.
- 4.4.2 When the products are accepted by the Customer, it is agreed that the Customer will assume the risk of loss and deterioration of the products as soon as the Company notifies it that the products are available at the pick-up location, in accordance with Subsection 4.2.2 hereof.
- 4.4.3 By express agreement and notwithstanding any stipulation to the contrary:
 - a) The products sold by the Company remain the property of the Company until payment in full of the price and other incidental charges, it being agreed that the mere delivery of any bank draft or instrument creating an obligation to pay shall not constitute payment.
 - b) Until full payment of the price and transfer of ownership, the Customer undertakes to keep these products in such a way that they cannot be confused with other goods and can be recognized as the Company's property.
 - c) The Parties agree that the payments made by the Customer will be applied in priority to the Company's invoices that correspond to products that have been used or resold.

In the event of total or partial non-payment of the price at maturity, the Company reserves the ability to require the return of all products sold that remain unpaid, at the Customer's expense, risk and peril. Such a restitution shall not amount to a resolution of the Agreement. Furthermore, any products on the Customer's premises and corresponding to the products referred to in the shipping notices or any other document issued by the Company shall be presumed to be products purchased from the Company and delivered or shipped by the Company.

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5. quality of products

- 5.1 The Company's products comply with current standards and the technical specifications provided for in the specifications negotiated with the Customer before placing the Order, if applicable.
- 5.2 The products sold by the Company are manufactured and delivered with the usual allowances with respect to dimensions and weights, or in compliance with the standards and regulations in effect.
- 5.3 Unless otherwise agreed, surface oxidation does not constitute a defect.
- 5.4 Only the weight measured by the Company is binding on the Parties.
- 5.5 Details and information concerning the design, suitability, use and manufacture, cleaning and treatment of the Company's products shall not relieve the Customer from carrying out its own inspections and tests. The Customer is solely responsible for ensuring legal compliance when using the products.
- 5.6 Following a claim brought by the Customer in accordance with Part 7 hereof, products that are found to be defective in quality and which cannot be used for their intended use (provided that this use has been notified in advance to the Company at the time of the Order), shall, at the option of the Company, be:
- a) replaced within a reasonable period of time, without the Company being required to immediately start manufacturing such replacement(s), and it being agreed that the defective products shall first be returned to the Company; or
 - b) refunded at the price at which they were invoiced. If the defective products are net returned to the Company, a deduction equal to the scrap value determined in accordance with the market price shall be applied.

6. warranty

- 6.1 The Company warrants that the products sold under the Agreement comply with the details and terms specified in the Confirmation. Any technical specifications and/or demands for warranty from the Customer will be enforceable against the Company only if they were included in the Confirmation.

This warranty is limited to the replacement or reimbursement of non-compliant or defective products.

- 6.2 The products delivered by the Company are covered by a contractual warranty for a period of one (1) year from the date delivered or made available to the Customer.

This warranty covers products that are net compliant with the Confirmation and any latent defect as defined in articles 1726 and following of the Civil Code of Québec, resulting from a material, design or manufacturing defect affecting the products delivered and rendering them unfit for use.

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At the end of this time period, the goods shall be deemed accepted by the Customer and compliant with the Agreement.

- 6.3 Any warranty is excluded in the event of any misuse, negligence or failure to maintain by the Customer or a third party as well as normal wear and tear of the product or force majeure.
- 6.4 Similarly, the warranty shall not be triggered if the products were used in an abnormal manner or under conditions different from those for which they were manufactured, particularly in the event of non-compliance with the conditions prescribed by the Company.
- 6.5 The warranty also shall not apply to any deterioration or accident due to any impact, fall, negligence, failure to supervise or maintain, or to any alteration of the product.
- 6.6 Replacing defective parts or products shall not extend the warranty period specified above.
- 6.7 The Company shall not guarantee products in the event of defects caused after loading operations in accordance with Part 4 hereof.
- 6.8 The warranty provided for in this Part applies only if the Customer complies with the time limits and provisions in Part 7 hereof.
- 6.9 Once the term of this warranty has expired, no further claim may be made to the Company.

7.claims

- 7.1 For a claim to be admissible and considered as to its merits, it must be made by written notice to the Company within the one- (1-) year warranty period provided for in Part 6 hereof.
- 7.2 Claims relating to latent defects must be made in writing within eight (8) days of their discovery and within the one- (1-) year warranty period provided for in Part 6 hereof, failing which they shall be invalid.
- 7.3 Claims relating to the quantity, weight, condition and/or dimensions of any product must be made within eight (8) days of the delivery or availability of the products, prior to any alteration, and provided that such disputes were included in legal reservations with the carrier (if applicable).
- 7.4 After the time periods provided in this Part have lapsed, products sold by the Company shall be deemed to be compliant, free from latent defects, and fully accepted by the Customer.
- 7.5 The Customer shall lose the right to make a claim and receive a substitute product during the warranty period if it does not immediately interrupt its use of the products that are the subject of the claim.
- 7.6 Claims do not give the Customer the right to suspend payment, even in part, of any invoices relating to the products or to suspend payment under any other agreement.
- 7.7 In the event that the products were sold by the Company as downgraded material, the specific reasons for the downgrade and the restrictions of use and the defects that the Customer can reasonably

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expect shall depend on the quality of the products and cannot give rise to any claim regarding defective material. The sale of these products shall include material restrictions on their use.

8. liability

- 8.1** The Customer undertakes to maintain a business and professional liability insurance with a recognized and solvent insurance company, to cover its liability, with regard to both the extent of the claims and any amounts to be paid as compensation to the Company and/or third parties due to its activities on the Company's sites. The Customer undertakes to produce the relevant detailed insurance certificates at the Company's request.
- 8.2** Furthermore, when a product sold by the Company is found to be defective pursuant to the terms hereof, the Customer cannot claim any compensation or penalty other than that provided in Part 5 hereof.
- 8.3** In accordance with Part 4 hereof, the Company shall not be liable for any delays in delivery attributable to the carrier or its forwarder.
- 8.4** Moreover, any delays in the delivery or availability of products attributable to the Company, provided that they are reasonable given current practices, shall not in any event justify the Company's payment of any indemnity, penalty or price reduction to the Customer. Furthermore, the Company shall not be liable for any delay before the end of the grace period provided for in Part 4 hereof.
- 8.5** In addition, in accordance with Part 4 hereof, the Company shall in no way be liable for any damage caused during transportation, after the goods have been loaded. It is the Customer's responsibility to exercise any recourse against the carrier or the insurer and to give timely notice of its claim to preserve its right to any compensation.

9. termination

9.1 Early Termination:

The Company reserves the right to terminate the Agreement early, at any time, with thirty (30) days' notice, sent by registered mail with receipt or email.

The Agreement shall end on the date of termination and shall have no further force or effect. Any services or goods exchanged up to that date shall be considered fully performed and shall not give rise to any restitution.

All goods produced or being produced by the Company pursuant to the Confirmation must be paid for by the Customer and will be delivered or made available to it in accordance with the terms of the Agreement.

Such termination shall not entitle the Customer to any compensation, penalty or relief, including in the event of any conflict with the terms of its GTCP or similar documents, as these GTC shall by mutual agreement of the Parties prevail.

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9.2 Resolution as of Right

The Parties agree that the following circumstances shall result in the resolution as of right of the Agreement:

- a) any delay of more than fifteen (15) consecutive days in the payment of invoices by the Customer, according to the provisions of Part 3 hereof;
- b) the Customer's failure to issue any payment guarantee requested by the Company, in accordance with the provisions of Part 3 hereof;
- c) the Customer's failure to take charge of the products within fifteen (15) days following the notice of the Company to the effect that the products are available at the pick-up location;
- d) the Company's establishments and/or depots are unable to carry out the shipment due to the lack of instructions from the Customer; and
- e) any breach of the general non-assignment clause of the Agreement;
- f) Any other event that will result in the resolution of the Agreement will be stipulated in the Confirmation.

9.3 Exception of Non-performance:

Without prejudice to the application of the other provisions of this Part, a Party that has not yet performed its obligation may refrain from doing so if the other Party, which owes its own consideration for the obligation, has not fully or validly performed the obligation or has refused to perform it when due under the Agreement. Considerations may result from separate agreements the performance of which is related.

The suspension of performance may be notified to the debtor by any means and at any time from the day on which the creditor considers that the obligation is not performed or if it is clear that it will not be performed when due.

The notice of the creditor shall describe any breach(es) identified by indicating the nature and extent of the breach and date on which it was identified.

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10. FORCE MAJEURE

10.1 By an event of force majeure ("superior force"), the Parties mean the assumptions referred to in article 1470 of the *Civil Code of Quebec*.

Without limiting the generality of the foregoing, the Parties agree that the following events have the same effect as an event of force majeure: any war, riot, strike, administrative closure at the request of administrative authorities, lockout of any factories or industries or utilities contributing to its power supply and operations, machinery breakdown, fire, natural disaster, shortage of raw materials, personnel or means of transport, and generally any event with a significant and exceptional effect on the Company's normal production cycle.

10.2 The occurrence of an event as defined in Section 10.1 above shall suspend the obligations of the Parties under the Agreement, and in particular the Company's obligation to manufacture and deliver the products affected by such event of force majeure within the originally agreed on time periods.

10.3 Force majeure also applies to events involving the Company's subcontractors and where the above circumstances existed prior to the entering into of the Agreement, but were unknown to the Company.

Upon the occurrence of an event as defined in Section 10.1 above, the Company shall notify the Customer by any means and as soon as possible. Such notice shall describe the event preventing the normal performance of the obligations, the obligations affected, the foreseeable duration of this event, and the reasonable measures contemplated to try to circumvent the problem.

10.4 Where the above-mentioned force majeure event worsens or ends, this must be communicated by the Company by any means and without delay.

10.5 It is understood that, if an event of force majeure lasts more than sixty (60) days, each Party has the right to terminate the Agreement early.

10.6 The events defined in Section 10.1 above, occurring on the Company's premises where the Agreement is to be performed, are presumed to be external, unforeseeable and unavoidable ("irresistible").

11. CONFIDENTIALITY

11.1 The Parties agree that the following information shall be treated as strictly confidential under the Agreement:

- a) all of the terms of the Agreement;
- b) any information of any kind whatsoever, communicated or disclosed by one of the Parties to the other Party either in written or oral form in connection with the negotiation or performance of the Agreement;
- c) any information of any kind and in any form whatsoever, to which the Parties may have access under the Agreement.

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Accordingly, the Parties undertake to keep this information strictly confidential and to refrain from disclosing it to persons other than those who are entitled to know it pursuant to the Agreement. The Parties further undertake to only use such information for the purpose of performing the Agreement.

- 11.2** The Parties undertake to ensure that their employees and potential subcontractors comply with this confidentiality undertaking.
- 11.3** This confidentiality undertaking shall remain valid throughout the term of the Agreement and for a period of three (3) years after its termination for any reason whatsoever.
- 11.4** This confidentiality undertaking shall not apply to confidential information that:
- a) was in the public domain prior to the date of its disclosure or communication;
 - b) falls into the public domain after its communication and/or disclosure other than through the actions of one of the Parties;
 - c) was legitimately obtained from a third party to the Agreement without any breach of any confidentiality obligation;
 - d) was independently developed by one of the Parties without any breach of any confidentiality obligation.
- 11.5** Furthermore, this confidentiality undertaking does not apply to tax, administrative and judicial authorities, or to professional accountants, who are bound by a duty of confidentiality with respect to their clients.
- 11.6** Any public communication, press article, commercial reference, or exhibit or advertising of any kind whatsoever, on which appears the name or logo of the other Party or which refers to the Agreement shall not be permitted without the prior written agreement of both Parties.

12. HANDLING OF PERSONAL DATA

The Parties undertake to comply with applicable laws regarding the protection and confidentiality of personal data and privacy, in particular the Quebec Act respecting the protection of personal information in the private sector (the "Privacy Laws"), and must never place the other Party in a situation that would result in such Party violating the Privacy Laws.

Accordingly, each Party undertakes to comply with and ensure that any person under its authority complies with" the Privacy Laws, as well as the decisions of the competent regulatory authorities in this regard.

The types of personal data related to the processing of personal data provided in an order are as follows:

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Purpose of data processing	Management of commercial and contractual relationship
Legal basis	Performance of a contract
Types of personal data	Identification data: surname, first name, email, telephone number, professional mailing address, title, company name
Data processing location	Québec
Retention Period	Throughout the term of the commercial or contractual relationship and no more than ten (10) years after it ends.

All personal data collected and processed for the purposes of each order:

- a) must be treated strictly in accordance with the stated purposes; and under no circumstances shall the other Party process personal data other than for filling such Order;
- b) must not be sold, assigned, leased or otherwise provided to third parties outside the stated purposes;
- c) must not be commercially exploited.

Each Party shall, prior to disclosing such data, inform the persons concerned of the existence of the processing and of the means to exercise their rights regarding their personal information, namely, where applicable and under certain conditions, the rights of access, rectification, withdrawal of consent and if applicable, of restriction and portability.

Each Party shall provide the contact information of the person who should be contacted to exercise these rights, namely, the Data Protection Officer.

The contact information of the Company's Data Protection Officer is as follows:

Mr. Guillaume Wilbois
 General Manager
 Telephone: (514) 364-3308
 Fax: (450) 632-8352
 Email: guillaume.wilbois@asiriva.com

Each Party undertakes to indemnify the other Party for any consequence that it may suffer as a result of the non-compliant processing and/or storage of such personal data or a confidentiality incident under the *Privacy Laws*.

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13. no waiver

The Company's failure, even if repeated, to insist on strict performance of any of the Customer's obligations defined in this Agreement shall not constitute a precedent, nor shall it invalidate the clause violated or ignored.

Moreover, any delay or omission by the Company in asserting any right or exercising any power under this Agreement cannot be construed as a waiver of the particular right or the power to exercise it at a later time.

14. GOVERNING LAW, JURISDICTION AND ARBITRATION

14.1 The Agreement shall be governed by and interpreted in accordance with the laws of the province of Québec and the laws of Canada applicable therein.

14.2 The Parties agree to attempt to settle amicably any dispute that may arise under the Agreement.

14.3 If the dispute is not settled amicably, the Parties shall submit their dispute to the exclusive jurisdiction of the courts of the province of Québec, in the judicial district of Montréal, and of the federal courts of Canada located in this province, whether such dispute relates to the interpretation or performance of the Agreement or its consequences, regardless of the place of performance of the respective obligations of the Parties and even if it involves a call in warranty or multiple defendants.

For the Customer (initials on all pages, signature and title):

For the Company (initials on all pages, signature and title):

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