Sureway Group of Companies

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General Terms and Conditions

Hot-Dip Galvanizing Services and Sale of Products

SUREWAY METAL SYSTEMS LIMITED

Effective November 3,2026·

NOTICE: All work and Products are provided only on these Terms and Conditions. Placing an order, delivering material for galvanizing, or accepting galvanized material or Products means the Customer accepts them. Terms in the Customer's purchase order or other forms do not apply.

1. Definitions

"Customer" means the person or entity ordering Galvanizing Services or Products. "Sureway" means Sureway Metal Systems Limited.

"Contract" means Sureway's final quotation, the Customer's order as accepted by Sureway in writing, Sureway's order acknowledgement and these Terms and Conditions, which govern if there is a conflict.

"Customer Material" means steel and other items delivered to Sureway by or for the Customer for galvanizing.

"Galvanizing Services" means hot-dip galvanizing and related services, including cleaning, pickling, repair, masking, stripping and handling.

"Products" means steel, fabrications and other goods supplied by Sureway, galvanized or not.

2. Scope of These Terms

(a) Sections 1 to 12 and 15 to 20 apply to all work. Section 13 applies only where the Customer supplies the steel to be galvanized. Section 14 applies only where Sureway supplies the steel or other Products.

(b) Fabrication, assembly or installation work by Sureway requires a separate written agreement signed by both parties.

3. Galvanizing Standards

(a) Unless the Contract states otherwise, Sureway will galvanize to the following standards, in the edition current at the time of the order:

- ASTM A123/A123M, for zinc coatings on iron and steel products (structural steel, plate, pipe, tube, fabrications);
- ASTM A767/A767M, for zinc-coated (galvanized) steel bars for concrete reinforcement;
- ASTM A153/A153M, for zinc coatings on iron and steel hardware (fasteners, small parts, castings and centrifuged items); and
- CSA G164, for hot-dip galvanizing of irregularly shaped articles, where the Customer requests it or the order requires it.

(b) Where relevant, Sureway also follows ASTM A143/A143M (safeguarding against embrittlement), ASTM A384/A384M (safeguarding against warpage and distortion), ASTM A385/A385M (providing high-quality zinc coatings) and ASTM A780/A780M (repair of damaged and uncoated areas).

(c) Coating thickness requirements are the minimums set by the Specification. Sureway does not guarantee a maximum coating thickness, a particular appearance, or any requirement beyond the Specification unless it has agreed to that requirement in writing before galvanizing begins.

(d) Certificates of conformance, coating thickness reports, third-party inspection support, and any additional cleaning or preparation needed to meet the Customer's or an inspector's requirements must be requested in writing before galvanizing begins, and are charged in addition to the galvanizing price. The Customer and its third-party inspectors may inspect work at Sureway's facility during normal business hours, with reasonable advance notice, and must follow Sureway's site safety rules.

4. Quotations and Orders

(a) Sureway's quotations are valid for thirty (30) days from their date unless the quotation states otherwise. Sureway may change or withdraw a quotation at any time before it receives the Customer's acceptance.

(b) Quotations rely on the drawings, weights, quantities, steel grades and other information the Customer provides. If the material Sureway actually receives differs from that information, Sureway may adjust the price and schedule.

(c) Every shipment of Customer Material must arrive with a packing list or work order showing the Customer's name, purchase order number, piece count, piece descriptions, the Specification required, and any special requirements such as masking, threading, painting after galvanizing, or appearance requirements. If no Specification is stated, Sureway will galvanize to ASTM A123/A123M or ASTM A153/A153M as applicable.

5. Pricing, Zinc Surcharge and Additional Charges

(a) Galvanizing is priced as stated in the quotation. If the quotation does not say otherwise, galvanizing is charged per unit of galvanized weight, as recorded on Sureway's certified scales, subject to Sureway's minimum charge per order or lot. Sureway's scale weights and piece counts are final unless the Customer disputes them in writing within the time allowed in Section 9.

(b) Zinc is a market-priced commodity. Sureway may apply a zinc surcharge, or adjust its galvanizing price, to reflect changes in the price of zinc and other process materials between the quotation date and the galvanizing date. Sureway will show any surcharge on the invoice.

(c) Sureway may charge the following additional costs at its standard rates, or as quoted:

- removing paint, lacquer, oil, grease, markings, weld slag, weld-through primer, anti-spatter, or other coatings or contaminants;
- stripping and regalvanizing previously coated or galvanized items;

- abrasive blasting of castings, heavily scaled, rusted or pitted steel, or where needed to produce an acceptable coating;
- drilling or cutting vent and drain holes under Section 13(c);
- masking, re-tapping or chasing threads, straightening, special racking or fixtures, special handling, double-dipping, and rush or after-hours service; and
- rework caused by the design, steel chemistry, surface condition or other features of Customer Material.

(d) Prices do not include GST or any other sales, use or excise taxes, duties or government charges. The Customer pays all of these, except taxes on Sureway's income or property.

(e) Prices do not include freight, loading, unloading or crane charges unless the quotation includes them. If Sureway prepays freight, it will add the freight to the invoice.

6. Payment Terms

(a) Payment is due net thirty (30) days from the invoice date for Customers with an approved credit account. All other Customers pay before release of material, or on other terms Sureway approves in writing. Payment is in the currency shown on the invoice.

(b) Late payments bear interest at 1.5% per month (19.56% per year), or the legal maximum if lower. The Customer pays Sureway's reasonable collection costs, including legal fees.

(c) The Customer may not set off or back-charge against Sureway's invoices. Invoice disputes must be made in writing within thirty (30) days, with undisputed amounts paid on time; otherwise the invoice is deemed accepted.

(d) Sureway may suspend work and hold material if any payment remains unpaid thirty (30) days after Sureway gives written notice of non-payment.

7. Scheduling, Pickup and Delivery

(a) Turnaround times and delivery dates are estimates only. They depend on Sureway receiving complete, accurate information and material that is ready to galvanize. Sureway is not liable for delay, but will keep the Customer informed of material changes to the schedule.

(b) Unless the Contract states otherwise, the Customer delivers Customer Material to, and collects galvanized material and Products from, Sureway's facility at its own cost and risk. Partial and early completion and release are permitted.

(c) Where Sureway arranges shipping, delivery is FCA Sureway's facility (Incoterms® 2020), unless the Contract states otherwise.

(d) Drivers, carriers and Customer personnel at Sureway's facility must follow Sureway's site safety rules and the directions of Sureway personnel. The Customer is responsible for securing its own loads.

(e) Completed material not collected within ten (10) business days after Sureway notifies the Customer that it is ready may be charged storage at $3,000.00 per week unless agreed otherwise. Stored material remains at the Customer's risk.

8. Custody, Risk and Sureway's Lien

(a) Customer Material remains the Customer's property and at the Customer's risk at all times, including while it is in Sureway's custody. The Customer will keep its own property

insurance on Customer Material while it is at Sureway's facility and in transit, as required by Section 18.

(b) Sureway is responsible only for loss of or physical damage to Customer Material in its custody that is caused by its negligence, and its liability is limited as set out in Section 16.

(c) Sureway has a lien on Customer Material and Products in its possession for all amounts owed for the work on, or the price of, that material and those Products, including storage. It may keep that material until those amounts are paid, and may exercise every right a lienholder has under applicable law, including the Possessory Liens Act (Alberta).

(d) If material is not collected and paid for within ninety (90) days after Sureway notifies the Customer that it is ready, Sureway may, after any further notice the law requires, treat it as abandoned. Sureway may then sell, scrap or otherwise dispose of it, and apply the proceeds to amounts owed, including storage and the costs of sale.

9. Inspection and Claims

(a) The Customer, or its carrier or representative, must inspect galvanized material and Products, and check piece counts, when they are collected or delivered.

(b) The Customer must give Sureway written notice of any claim for shortage, non-conforming coating, damage or other defect within ten (10) days after collection or delivery. Notice must be given before the material is painted, further fabricated, installed or shipped on, and include photographs and order numbers.

(c) The Customer must give Sureway a reasonable opportunity to inspect the material, at Sureway's facility or where the material is located, before any repair, replacement or rework is done by anyone other than Sureway.

(d) Claims not made in this way are waived, and the material is deemed accepted.

(e) Sureway will not accept back-charges for field repair, removal, reinstallation, freight, cranes, labour, delay or any other cost unless it has authorized that cost in writing before the cost is incurred.

10. Galvanizing Warranty and Remedies

(a) Sureway warrants that the Galvanizing Services will conform to the Specification when the galvanized material leaves Sureway's custody.

(b) If galvanizing does not conform and the Customer has made a valid claim under Section 9, Sureway will, at its option and at its cost: (i) repair the coating as permitted by the Specification and ASTM A780/A780M; (ii) strip and regalvanize the affected items; or (iii) credit or refund the galvanizing charge for the affected items. This is the Customer's only remedy for non-conforming Galvanizing Services.

(c) Sureway does not warrant the service life of the zinc coating, or its performance in any particular environment, including immersion, buried, chemical, marine, high-temperature or other aggressive service conditions.

(d) Painting or powder coating over galvanizing (duplex systems) is the Customer's responsibility, including surface preparation, unless Sureway quotes that work in writing. Sureway does not warrant paint adhesion over galvanized surfaces.

11. Characteristics of Hot-Dip Galvanizing

Hot-dip galvanizing immerses steel in molten zinc at about 450 °C (840 °F). The Customer accepts that the following are normal results of the process. They are not defects, and do not give rise to any claim, except where the Specification is not met:

- variation in colour, surface texture, spangle and gloss, including dull grey or matte finishes and uneven appearance between items or within an item;
- coatings heavier, rougher or more brittle than usual, including on reactive steels as described in Section 13(b);
- warpage, distortion, twisting or dimensional change, especially in thin, asymmetrical, long or welded sections and in items with residual stresses (see ASTM A384/A384M);
- embrittlement of cold-worked, high-strength or heat-treated steel (see ASTM A143/A143M);
- cracking caused by the design, welding, steel condition or residual stresses of Customer Material, including liquid metal–assisted cracking;
- zinc build-up, drips, runs and spikes, and small bare or touch marks at contact, rigging and drainage points, which Sureway may repair under ASTM A780/A780M;
- wet storage stain (white rust) that forms after the material leaves Sureway's custody;
- zinc in threads, holes and moving parts, needing re-tapping, chasing or freeing (unless quoted by Sureway); and
- flux inclusions, ash or uncoated areas caused by contaminants, weld slag, paint, markings or design features of Customer Material that Sureway could not reasonably detect or remove.

12. Cancellation and Changes

(a) The Customer may cancel an order before galvanizing begins by giving written notice. It must pay for all work already done, all costs Sureway has incurred, and any applicable minimum charge. Once galvanizing has begun, the order cannot be cancelled without Sureway's written consent.

(b) Changes to quantities, Specifications or requirements after an order is placed must be agreed by Sureway in writing, and may change the price and schedule.

13. Customer Material — Customer Responsibilities

(a) Design and fabrication. The Customer is responsible for the design, fabrication, steel selection and suitability for galvanizing of all Customer Material. Customer Material must be designed and fabricated in line with ASTM A385/A385M and the guidance of the American Galvanizers Association (AGA). This includes, among other things:

- adequate, correctly sized and located vent and drain holes in all tubular members, hollow sections, tanks, and closed or partly closed spaces;
- seal welding, or venting, of overlapping or contacting surfaces;
- balanced and symmetrical design to limit distortion; and
- lifting points, or features from which items can be safely suspended.

(b) Steel chemistry. Silicon and phosphorus in steel strongly affect the coating. Steels with silicon above approximately 0.04% or phosphorus above approximately 0.02%, and steels in or above the "Sandelin" range, may produce thick, dull, rough or brittle coatings that can flake. Combining steels of different chemistry or surface condition in one assembly may

produce an uneven appearance. On request, the Customer must provide mill test certificates. Sureway is not responsible for coating results caused by steel chemistry.

(c) Venting and hidden spaces — safety. Closed or poorly vented spaces can explode when immersed in molten zinc, putting Sureway's workers at serious risk. Before delivery, the Customer must tell Sureway in writing about every enclosed or hollow space in Customer Material. Sureway may refuse to galvanize any item it believes is unsafe or not properly vented. Sureway may also add vent or drain holes after notifying the Customer, at the Customer's cost, without liability for the effect on the item's appearance or function.

(d) Surface condition. Customer Material must be free of paint, lacquer, oil-based markers, grease, weld slag, weld-through primers, anti-spatter compounds, labels, sand (on castings), and any other contaminant that normal caustic cleaning and pickling cannot remove. Sureway may charge for removing them under Section 5(c), or may return the material unprocessed.

(e) Prohibited and hazardous materials. Customer Material must not contain, or be contaminated with, lead, cadmium, explosives, compressed gases, hydrocarbons, radioactive material, or any other hazardous or regulated substance. Previously galvanized, painted or coated items must be identified to Sureway in writing before delivery.

(f) Size and weight. Customer Material must fit Sureway's kettle dimensions and lifting capacities, which Sureway will confirm on request. Oversized items may be progressively dipped (double-dipped) only by written agreement, with the appearance and distortion risks that go with it.

(g) Identification. The Customer is responsible for marking Customer Material in a way that will survive galvanizing (for example, stamped, embossed or galvanizer-approved tags). Sureway is not responsible for loss of identification caused by unsuitable markings.

(h) Masking and threads. Masking, thread protection and post-galvanizing thread work are performed only if agreed in writing. Sureway does not guarantee that masked areas will be completely free of zinc.

14. Sureway-Supplied Steel and Products

(a) Warranty. Sureway warrants that Products it manufactures conform to Sureway's applicable specifications, or to the specifications agreed in the Contract, at the time of delivery. Galvanizing of those Products is warranted under Section 10. Products made by others are sold with only the manufacturer's warranty, if any.

(b) Title and risk. Title to and risk of loss of Products pass to the Customer when the Products are delivered under Section 7. If the Customer cannot or does not take delivery when Products are ready, Sureway may store them under Section 7(e). Delivery is then deemed complete, and amounts payable on delivery become due.

(c) Security interest. Until Products are paid in full, the Customer grants Sureway a purchase-money security interest in them and their proceeds under the Personal Property Security Act (Alberta) or equivalent law. Sureway may register it; not registering is not a waiver. The Customer waives receipt of any financing or verification statement where the law allows.

(d) Shortages. The Customer must report any difference between the Products delivered and the shipping documents within ten (10) days of delivery. Sureway's liability for non-delivery is limited to delivering the missing Products within a reasonable time, or adjusting the invoice.

(e) Returns. Products may be returned only with Sureway's prior written authorization, at the Customer's cost, within sixty (60) days of delivery, and subject to a restocking fee. Custom, made-to-order, cut-to-size, fabricated or galvanized Products cannot be returned.

(f) Tooling. Any special tooling, dies, jigs, fixtures or patterns used to make Products remain Sureway's property, even if the Customer paid tooling charges, unless agreed otherwise in writing.

15. Disclaimer of Other Warranties

THE WARRANTIES IN SECTIONS 10 AND 14(a) ARE SUREWAY'S ONLY WARRANTIES. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE UNDER THE SALE OF GOODS ACT (ALBERTA), ARE DISCLAIMED. All work and Products are for commercial use only. Any inspection or advice Sureway gives is a courtesy, not a warranty or approval of the Customer's design, fabrication or use.

16. Limitation of Liability

(a) SUREWAY IS NOT LIABLE FOR ANY LOSS OF USE, REVENUE, PROFIT OR PRODUCTION, DELAY, OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING BY NEGLIGENCE.

(b) SUREWAY'S TOTAL LIABILITY IS LIMITED TO THE GALVANIZING CHARGES (OR, FOR PRODUCTS, THE PRICE) PAID FOR THE SPECIFIC ITEMS GIVING RISE TO THE CLAIM. SUREWAY IS NOT LIABLE FOR THE VALUE OF CUSTOMER MATERIAL OR THE COST OF REFABRICATING IT. These limits are reflected in Sureway's prices and apply even if a limited remedy fails.

(c) The limits in this Section 16 do not apply to Sureway's liability for bodily injury or death, or for loss or damage caused by Sureway's gross negligence or wilful misconduct.

17. Indemnification

(a) Each party will indemnify the other against third-party claims for bodily injury or property damage to the extent caused by its own negligence, shared in proportion to fault, subject to Section 16.

(b) The Customer will indemnify Sureway for all injury, damage and loss (including to Sureway's workers, kettle and facility) caused by undisclosed or unvented enclosed spaces, prohibited or undisclosed materials or coatings, or the design or steel chemistry of Customer Material.

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18. Insurance

The Customer will insure Customer Material for its full replacement value while in transit to, at and from Sureway's facility, and carry commercial general liability insurance. Sureway is not an insurer of Customer Material. The Customer's property insurance will waive subrogation against Sureway, and the Customer waives all claims against Sureway for loss of or damage to Customer Material to the extent covered, or required by this Section to be covered, by that insurance. The Customer will provide certificates of insurance on request.

19. Governing Law and Jurisdiction

The Contract is governed by the laws of Alberta and the applicable federal laws of Canada, wherever the Customer is located. The UN Convention on Contracts for the International Sale of Goods does not apply. The parties submit to the exclusive jurisdiction of the Alberta courts in Calgary, but Sureway may sue for payment or enforce its lien or security interest in any court with jurisdiction over the Customer or its assets.

20. General Provisions

(a) Credit, suspension and termination. Sureway may suspend work, require payment in advance or other assurance, cancel credit, or terminate the Contract by written notice if the Customer fails to pay within 30 days of a notice of non-payment, breaches the Contract, or becomes insolvent or subject to bankruptcy, receivership or creditor proceedings. The Customer pays for all work done and costs incurred to that date.

(b) Compliance with laws. Each party will comply with the laws that apply to it. Sureway does not warrant compliance with any code or standard not stated in the Contract, and may terminate if anti-dumping, countervailing or similar duties are imposed on the Products.

(c) Hazardous applications. Galvanized material and Products must not be used in nuclear facilities or where a single component failure could cause substantial harm, unless an authorized Sureway officer agrees in writing. The Customer indemnifies Sureway for any such use.

(d) Intellectual property and confidentiality. The Customer is responsible for any infringement by drawings or material it supplies. Sureway owns the intellectual property in its quotations, drawings and procedures. Sureway's pricing and other non-public information is confidential and may be used only for the Contract. The Customer will not disclose it to any unrelated party.

(e) Force majeure. Sureway is not liable for delay or failure caused by events beyond its reasonable control, including fire, weather, labour disputes, supply shortages (including zinc), utility outages, and failure of a kettle, furnace, crane or other critical equipment.

(f) Notices. Notices must be in writing and delivered by hand, courier, registered mail or email to the addresses in the Contract, and take effect when received.

(g) Other terms. The Customer may not assign the Contract without Sureway's written consent. The parties are independent contractors. Amendments and waivers must be in writing and signed; a delay in exercising a right is not a waiver. An unenforceable provision does not affect the rest. Provisions that by their nature should continue, including payment, lien, warranty, liability, indemnity, insurance and governing law, survive the end of the Contract. The Contract is the entire agreement and overrides any terms in the Customer's forms. The parties have requested that it be drawn up in English.