



SSAB AMERICAS TERMS AND CONDITIONS OF SALE  
(ORDER ACKNOWLEDGEMENT)

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.
2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.
3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.
4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.
5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.
6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.
7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.
8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.
9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.
10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.
11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.
12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. **THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN,**

**ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.
14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.
15. **Limitation of Liability: IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.**
16. **Limitation of Actions: NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.**
17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.
18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.
19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.
20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.
21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.
22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. **THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
23. **SSAB Compliance of Laws and Government Requirements:** SSAB agrees to comply with all applicable State, Federal, and local laws, rule and regulations and agrees to the stipulations and representations required thereby, including, without limitation, SSAB's representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order. The provisions required to be inserted herein by any applicable Federal statute whether heretofore or hereafter enacted shall be deemed incorporated herein. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices.
24. **Quebec Rider:** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis y rattachant, soient rédigés en langue anglaise seulement.