

# GENERAL TERMS AND CONDITIONS OF SALE

In these Terms and Conditions, the "Seller" means Tata Steel International (Americas) Inc. or any of its subsidiaries or divisions by which the goods are sold. It is a basic assumption of the contract that the goods involved be duly delivered to Seller under its existing contracts with its suppliers.

## 1. ENTIRE AGREEMENT

(a) This contract is intended by the Seller and Buyer to be a final expression and a full and complete statement of their agreement. No representation or statement made by Seller or any other person whether authorized or not may be relied upon or form a part of the contract for the sale of the goods by Buyer unless said representation or statement is included herein and made a part hereof.

(b) No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No subsequent modification of these terms and conditions shall be effective unless confirmed in writing by an authorized officer of the Seller.

(c) In the event the contract is deemed or interpreted to be an "installment contract," the delivery of nonconforming goods, or a default of any nature, in relation to one or more installments of this contract will not substantially impair the value of the contract as a whole and will not constitute a breach of the contract as a whole.

(d) Unless otherwise expressly agreed in writing by the Seller, every sale by the Seller shall in every case be subject to these terms and conditions to the exclusion of any other terms whether contained in an earlier set of terms issued by the Seller or in a form of order or any other document issued by the Buyer or otherwise arising expressly or by implication. This statement constitutes notice to this effect pursuant to Section 2-207 of the Uniform Commercial Code.

## 2. STANDARDS

The goods will be supplied in substantial compliance with the published rolling, shearing, and cutting tolerances of the relevant standard to which the material is ordered, if no standard is quoted, tolerances will be as otherwise specified on the face hereof. Reasonable variations under and over the quantity ordered shall be taken or allowed.

## 3. INFORMATION FROM BUYER

All specifications and other necessary information required to be supplied by the Buyer shall be subject to the approval in writing of the Seller and must be received by the time stipulated by the Seller, and, if not so received, the Seller shall be entitled either to extend the time of delivery of the goods for a reasonable period or to terminate any deliveries not made by giving notice to the Buyer.

## 4. PRICE

(a) The price is payable in U.S. currency unless otherwise stated. The price to be paid shall not be subject to any discount or reduction, except as agreed in writing by an authorized officer of the Seller.

(b) Payment shall be made at the time specified on the face hereof. If timely payment is not made, the Seller, in addition to its other legal rights, shall be entitled to charge interest on all overdue payments at the rate of 2% per annum over the prime rate of Citibank N.A. of New York as in effect from time to time, but in no event less than 12% per annum. The interest charge, however, shall not exceed any applicable ceiling on interest which may be legally charged. In the event said interest rate does exceed the maximum rate chargeable by law, then the rate shall be deemed to be the maximum rate legally chargeable.

(c) Unless otherwise agreed in writing by the Seller, all prices quoted are as detailed in the Seller's official Order Acknowledgment.

## 5. TAXES

The Buyer shall bear the burden of any new, additional or increased tax, public charge, freight, tariff or duty which may after the date of the quotation or contract be levied on or imposed upon this transaction, on the goods to be sold, or upon any sale, delivery, or other action taken hereunder, or upon the export or import of such goods or materials required to produce the goods.

## 6. DELIVERY

Dates or periods for delivery are approximate and are given for information only and shall, under no circumstances, be essential terms. Unless otherwise specified, the Seller shall have the right to make partial deliveries. Each partial delivery or installment of the goods shall be deemed to be sold under a separate contract containing all of the terms and conditions set forth herein and payment shall be due therefor as delivered in accordance with the terms of payment herein. Title to and ownership to the goods shall pass to Buyer upon delivery of such goods; provided, however, that until the goods are paid for in full Buyer shall keep the goods free and clear of all liens, levies, encumbrances and charges of every kind whatsoever, shall give the Seller notice thereof, shall defend the goods against such claims, and shall indemnify and hold the Seller harmless from any loss or damage caused thereby. The Buyer hereby grants to Seller a security interest in such goods to secure payment of the total purchase price of such goods until they are paid for in full.

## 7. DAMAGE DURING SHIPMENT

Where the goods are packed or protected as specified on the face hereof (or, in the event of no such specifications, the goods are delivered without any or sufficient packing or protection) the Seller shall not be liable for any deterioration or damage of the goods (including rusting) during transit.

## 8. CLAIMS FOR DAMAGE IN SHIPMENT

No claims respecting loss or damage to the goods in transit shall be recognized unless notice is given by the Buyer to the Seller as follows:

(a) In the case of non-delivery of all of the goods, if the Buyer gives written notice thereof to the Seller at the address shown on the face hereof and Seller's agent at the place where the loss is discovered, within twenty-one (21) days after the date of the Seller's advice note or other notification of dispatch of the goods; and

(b) In case of partial loss and/or damage to the goods, if the Buyer gives immediate notice thereof (if oral then to be subsequently confirmed in writing) to the Seller at the address shown on the face hereof and Seller's agent at the place where the partial loss and/or damage to the goods is discovered. Such notice must be given in any event not later than seven (7) days after tender of delivery of the goods.

## 9. INSPECTION

(a) Buyer shall inspect the goods as provide herein or, in the event no provision is made for inspection then at the place of delivery to the Buyer or at Buyer's direction. If the Buyer alleges that the goods or any part thereof are not in accordance with the contract or specifications, except in circumstances where subparagraph (b) applies, Buyer shall give written notice stating all defects on which Buyer proposes to rely to the Seller within thirty (30) days after the date of inspection as stated herein or after arrival of the goods at the place of delivery and affords facilities to the Seller or its agent to inspect the goods before the goods are used, processed, sold or otherwise dealt with, and, if the goods or any part thereof are proven not to be in accordance with the contract or specifications, then Seller will accept Buyer's rejection of such goods and Buyer shall set aside such defective goods for Seller and Seller may, at its sole option, cure the non-conformity at a location to be designated by Seller, or pick-up and replace such goods within a reasonable time at the place of delivery as stated in this contract, or allow the Buyer to return such defective goods and credit Buyer with the invoice price thereof less their fair market value, or pick-up such goods and credit Buyer with the invoice price thereof.

(b) If Seller agrees to allow Buyer or its agent or representative to inspect the goods at the producing works before delivery, that inspection shall be final and on its completion the Buyer shall be deemed to have accepted all goods made available for inspection unless Buyer or its agent or representative shall serve written notice to Seller within five (5) days of the completion of its inspection that the goods or any part thereof are not in accordance with the contract or specifications. Seller shall then have the right to inspect said defective goods and, if proved to be defective, Seller, within a reasonable period of time, shall have the right to cure the non-conformity or to replace the goods at the place of delivery stated in this contract or, at Seller's option, allow Buyer a credit for the invoice price thereof.

(c) Any and all inspections by Buyer shall be at the Buyer's sole cost and expense;

(d) The Buyer shall not return any of the goods to Seller nor shall Buyer withhold payment or deduct the cost of the alleged defective goods or any part thereof without Seller's express written consent; and

(e) The remedies afforded Buyer in this paragraph are in lieu of any other legal or equitable remedies including those set forth in paragraph 14 hereinafter. BUYER'S FAILURE TO INSPECT AND/OR NOTIFY SELLER AS PROVIDED ABOVE SHALL BE DEEMED TO BE A WAIVER OF ANY AND ALL RIGHTS AND REMEDIES THAT BUYER MAY HAVE WITH REGARD TO ANY DEFECT OR NON-CONFORMITY REGARDING THE GOODS EXCEPT FOR ANY LATENT DEFECT WHICH WOULD NOT HAVE BEEN DISCOVERABLE UPON REASONABLE INSPECTION.

## 10. BUYER'S MATERIALS

Where the Buyer supplied patterns, drawings, samples, equipment or materials (hereinafter sometimes referred to collectively as "materials") for the production of the goods, the quotation of the seller is made on the assumption that such patterns or other materials are in good condition, true to drawings and entirely suitable to the methods of production of Seller or Seller's supplier and for the production of the goods in the quantities required. For the mutual benefit of the parties, the Buyer will consult the Seller when new patterns or materials are to be made. While the Seller uses its best endeavors to verify patterns or materials supplied by the Buyer, no responsibility is accepted by the Seller for the accuracy of the Buyer's patterns or materials. Replacement of or alterations or repairs to the Buyer's patterns or materials due to normal wear and tear which render their condition unsuitable for satisfactory production shall be paid for by the Buyer. Where patterns or materials are not supplied by the Buyer, only such patterns or materials as are specially made by the Seller's supplier and separately charged to the Buyer in full shall, when paid for, become the property of the Buyer. Freight on patterns and materials supplied by the buyer will be paid by the Seller in one direction only. The Seller will use its best endeavors to ensure that all reasonable care is taken of the buyer's patterns or materials while in the Seller's or its supplier's possession but no liability is accepted for loss or damage arising from accident, fire, flood, larceny, civil commotion, war, or deterioration and no insurance will be effected in respect of patterns or materials lodged with the Seller or its supplier from which the Buyer has not required goods to be made for a period of twelve (12) months or more.

## 11. SELLER'S CATALOGUES AND SAMPLES

All drawings, descriptive matter, weights, dimensions, and shipping or other specifications submitted with any quotation and the descriptions and illustrations contained in the Seller's catalogues, pamphlets and price lists are approximate and by way of identification only and are intended merely to present a general idea of the goods described therein and their use shall not under any circumstances constitute or be deemed to constitute sale by description. Notwithstanding that a sample has been exhibited to and inspected by the Buyer, such sample was so exhibited and inspected solely to enable the Buyer to judge the quality of the goods and shall not constitute a sale by sample under the contract.

## 12. SELLER'S DRAWINGS

All drawings and specifications submitted to the Buyer remain the Seller's property and must not be copied, disclosed to any third party, or otherwise used without the Seller's written permission.

## 13. BUYER'S INDEMNIFICATION

Buyer agrees to indemnify and hold Seller harmless from any and all claims, demands, proceedings and actions which may be made or brought against Seller by any person, including any purchaser of the goods or any product made therefrom, arising from the use of such goods or any products in which such goods are used, including, but not limited to, infringement of any patent, trademark or trade name, copyright and the like, or from any latent or hidden defects in the quality of said goods or resulting products, or from the dangerous condition thereof, and Buyer shall pay any and all costs, fees (including reasonable attorneys' fees) and expenses, judgments, awards and fines for and in behalf of Seller as incurred or as they become due.

## 14. LIMITATIONS OF BUYER'S REMEDIES

Inasmuch as the value of the goods sold hereunder may be substantially disproportionate to the value of products to be used in conjunction herewith, and, for the express purpose of limiting the liability of Seller and the remedies available to Buyer to an extent which is reasonably proportionate to the commercial value of this transaction, Buyer and Seller agree:

(a) In keeping with the course of performance and dealing, usage of trade, and the accepted practice of Seller, Seller's liability to Buyer or to any party claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Seller's negligence or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the goods paid by the Buyer to the Seller less the fair market value of the goods in Buyer's possession with respect to which such liability is claimed or, where appropriate and at the option of Seller, replacement of the goods or replacement and pick up of the goods. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION; NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY THE BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

(b) The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer nor shall the Buyer be entitled to set off against any amount payable under the contract to the Seller any monies which are not presently payable by the Seller or for which the Seller disputes liability.

SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE.

(c) In particular, and without limitation, the Seller shall not be liable for any interruption, disruption or delay in manufacture or delivery of goods due to, or arising out of, the inability of the computer-related systems of the Seller's suppliers and/or customers to process, provide or receive data correctly.

## 15. SELLER'S REMEDIES

In the event that the Buyer fails to perform any of its obligations, the Seller shall be entitled to all legal and equitable remedies including those specified herein and under the Uniform Commercial Code.

(a) The Seller shall have the right to withhold shipment of any portion of the goods covered by the contract in the event the Buyer fails to make payment when due for prior shipments under the contract. Such action on the part of the seller shall not release the Buyer from its obligation to accept and pay for such remaining portion of the goods if and when shipped by the Seller.

(b) Notwithstanding any specified payment terms, the Seller may require payment in advance before making any shipment if the Buyer's credit shall, at any time, in the sole judgment of the Buyer's credit shall, at any time, in the sole judgment of the Seller, become impaired. The total contract price shall become immediately due and payable and the Seller may cancel the unperformed portion of the contract upon the Buyer's failure to make payment when due.

(c) In the event the Seller should elect to pursue its remedies under Section 2-708 of the Uniform Commercial Code, damages shall be, at the seller's option either equal to the difference between the market price at the time and place for tender and the unpaid contract price or equal to the profit that the Seller would have realized under this contract, in addition, the Seller may recover incidental damages which shall include but not be limited to mill cancellation fees or penalties imposed by its suppliers or manufacturers. Seller shall be entitled to recover all of its costs, fees (including reasonable attorneys' fees) and expenses in pursuing any and all of its remedies against the Buyer.

## 16. FORCE MAJEURE

The Seller shall not be liable for any delay in manufacture or delivery due to fires, strikes, disputes with workmen, war civil commotion, epidemics, floods, accidents, delays in transport, shortage of vehicles, shortage of fuel or other material, shortage of labor, acts, demands or requirements of the Government of the United States, or of any other State or Government, or to any other causes beyond the reasonable control of the Seller, or the Seller's supplier, notwithstanding that such causes of delay are operative at the time of making the contract, and the existence of such causes of delay shall justify the suspension of manufacture and shall extend the time of performance on the part of the Seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If the manufacture or delivery of the goods is still prevented or hindered at the end of a reasonable period, the Seller may terminate any deliveries not made by giving notice to the Buyer and the Seller shall have no liability whatsoever to the Buyer in connection with any such deliveries not made. In particular, and without limitation, Seller shall not be liable for any interruption, disruption or delay in manufacture or delivery of goods due to, or arising out of, the inability of the computer-related systems of Seller, Seller's suppliers and/or customers to process, provide or receive data correctly.

## 17. TERMINATION

Seller may terminate this contract at any time;

(a) Without notice to Buyer, in the event Buyer shall breach any of the terms and conditions of this contract;

(b) Without notice to Buyer, makes any assignment of assets, or if a trustee or receiver is appointed to administer or conduct Buyer's business or affairs, or if a petition is filed regarding Buyer for the approval of a plan of reorganization or voluntary or involuntary bankruptcy, or if Buyer is unable to pay its debts as they become due. Such termination shall be without prejudice to any right vested in Seller at the date of such termination, and Seller's existing rights and obligations under the provisions of this contract shall not be affected by such termination; or

(c) At its convenience, either in whole or in part, by written, telegraphic or facsimile notice at any time. If this contract is terminated for convenience, any claim of Buyer shall be settled on the basis of reasonable costs it has incurred in the performance of this contract.

## 18. WAIVER

No delay or failure by either party to exercise any right under this contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless said waiver is supported by additional consideration and authorized in writing by the party so waiving.

## 19. ASSIGNMENT-DELEGATION

No assignment or delegation of any obligation owed or of the performance of any obligation hereunder by the Buyer shall be made without the written permission of the Seller.

## 20. PARTIAL INVALIDITY

The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

## 21. CHOICE OF LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois which are in force on the date of this Agreement. Whenever a term defined by the Uniform Commercial Code as adopted in the State of Illinois is used in this contract, the definition in said Uniform Commercial Code shall control. All actions or proceedings arising directly or indirectly hereunder or otherwise in connection with, out of, related to or from this contract shall be brought only in the Circuit Court of Cook County in the State of Illinois or in the U.S. District Court for the Northern District of Illinois, Eastern division and Buyer hereby consents and submits to the jurisdiction of such courts for the purpose of such actions or proceedings.

## 22. JURY WAIVER

IN ANY CONTROVERSY OR CLAIMS ARISING OUT OF OR RELATING TO THE CONTRACT OR THESE TERMS AND CONDITIONS, BOTH THE SELLER AND THE BUYER WAIVE THEIR RIGHT TO TRIAL BY JURY.

## ADDENDUM: TRADE ACT OF 1974

### 23. TERMS

PRICE IN USD INCLUDING HARBOR DUTY, AD DUTY, SECTION 232 DUTY, HMF AND MPF, WHARFAGE, AND OTHER COSTS ASSOCIATED WITH THE TERMS OF SALE.

## ADDENDUM: TRADE ACT OF 1974 AND TRADE EXPANSION ACT OF 1962

If the President of the United States imposes import restrictions pursuant to Section 203 of the Trade Act of 1974 and/or pursuant to Section 232 of the Trade Expansion Act of 1962, either as recommended by the International Trade Commission or in any other form, including but not limited to tariffs, tariff-rate quotas, or quantitative import restrictions, then Seller reserves the right to modify or cancel this contract, or to modify or cancel any specific order under this contract, within 10 business days of publication of the President's decision without liability of any kind on Seller. Seller shall effect such modification or cancellation by notification to the Buyer in writing.

Any modification or cancellation shall be effective as to any quantity of products not yet delivered to Buyer at the time of notification. Notwithstanding the foregoing, Buyer's obligation to render payment for any products actually delivered prior to modification or cancellation shall survive the modification or cancellation of this contract, or the modification or cancellation of any specific order.