



SSAB AMERICAS SCRAP PURCHASE TERMS AND CONDITIONS

1. Ordering Scrap: SSAB may initiate an order for Scrap by issuing and delivering a Purchase Order to Supplier by facsimile, electronically or otherwise, which specifies: (a) the description and quantity of Scrap being ordered, (b) the purchase price, (c) the delivery date and place of delivery, (d) the shipping arrangements, and (e) any other relevant commercial terms. Supplier may accept SSAB's order by executing and delivering to SSAB, the acknowledgement copy of SSAB's Purchase Order or otherwise acknowledging its acceptance of SSAB's Purchase Order, whether such acknowledgement is delivered by facsimile, electronically or otherwise. Supplier will be deemed to have accepted SSAB's corresponding Purchase Order if it ships or delivers to SSAB, all or any part of the Scrap ordered.

2. Governing Terms and Conditions: Except as otherwise specified on the face of the corresponding Purchase Order issued by SSAB, these Scrap Purchase Terms and Conditions, along with the SSAB Scrap Specifications and Terms of Delivery approved by Supplier, constitute the sole and exclusive terms and conditions governing the supply and sale of scrap by Supplier to SSAB and shall supersede and replace, any terms or conditions incorporated in Supplier's acceptance of a Purchase Order and all prior agreements, whether oral or written, with respect to the purchase transaction described in the corresponding Purchase Order.

3. Warranty Regarding Scrap: In addition to any other express or implied warranties, Supplier expressly warrants that: (a) the Scrap will meet the specifications set out or referred to in the corresponding Purchase Order and SSAB Scrap Specifications and Terms of Delivery, (b) it has good and marketable title to all Scrap supplied and the right to transfer title to such Scrap to SSAB free of all liens and encumbrances; and (c) all Scrap supplied to SSAB will comply with all laws in force at the time of delivery.

4. Delivery, Title and Risk: Delivery of an order of Scrap to SSAB will take place at SSAB's plant site or other shipping destination, specified on the face of the corresponding Purchase Order issued by SSAB and accepted by Supplier. Despite any shipping arrangement specified in the corresponding Purchase Order, Supplier shall have the risk of loss for all Scrap shipped until receipt of delivery and acceptance of such Scrap by SSAB at the delivery location, at which time title to and the risk of loss with respect to such Scrap will pass to SSAB. Time is of the essence for each Purchase Order.

5. Inspection: All Scrap is subject to SSAB's final inspection and acceptance on delivery. If rejected, the Scrap will be held for disposal at Supplier's risk and expense. No inspection or acceptance of any part or all of an order of Scrap or acceptance of payment, will relieve Supplier from full responsibility for supplying Scrap conforming to the requirements of the corresponding Purchase Order and the SSAB Scrap Specifications and Terms of Delivery.

6. Supplier Indemnity: Supplier will indemnify and hold SSAB harmless from and against any and all claims, demands, damages, losses, expenses, costs (including legal fees on an attorney/client basis), fines and penalties, sustained or incurred by or asserted against SSAB, to the extent based upon or arising out of: (a) any breach by Supplier of any term, condition, covenant or warranty contained in these Scrap Purchase Terms and Conditions, the SSAB Scrap Specifications and Terms of Delivery or the corresponding Purchaser Order; (b) any defect in the Scrap furnished pursuant to the corresponding Purchase Order; or (c) any act or omission of Supplier or Supplier's agents, officers, employees or subcontractors in the course of supplying the Scrap.

7. Remedies: If Supplier fails to comply with any of the terms or conditions of these Scrap Purchase Terms and Conditions or the SSAB Scrap Specifications and Terms of Delivery or the other terms of the corresponding Purchase Order (including without limitation, timely delivery of Scrap, delivery of Scrap which is defective or which does not conform with the Purchase Order, or failure to provide SSAB, upon request, with reasonable assurances of future performance), in addition to any other the rights and remedies it may have: (a) SSAB may cancel an order for Scrap in whole or in part; and (b) SSAB will be entitled to receive any applicable compensation specified in the SSAB Scrap Specifications and Terms of Delivery.

8. Effect of Termination: The termination of these Scrap Purchase Terms and Conditions or the SSAB Scrap Specifications and Terms of Delivery by either party on written notice to the other, will not affect any binding Purchase Order for the purchase and sale of Scrap which came into effect prior to such termination. All such Purchase Orders shall remain subject to all of the terms and conditions of these Scrap Purchase Terms and Conditions and the SSAB Scrap Specifications and Terms of Delivery. No termination of these Scrap Purchase Terms and Conditions or the SSAB Scrap Specifications and Terms of Delivery shall release either SSAB or Supplier from any obligation or claim in respect of any binding Purchase Order accruing prior to such termination.

9. Governing Law: The laws of the jurisdiction applicable to SSAB's plant site specified on the face of the corresponding Purchase Order will apply to and govern the interpretation, validity and enforceability of that Purchase Order excluding: (a) that jurisdiction's law of conflicts; and (b) the United Nations Convention on Contracts for the International Sale of Goods. Supplier attorns to the exclusive jurisdiction of the courts of that jurisdiction.