

1 Introduction

These conditions of sale (the “Conditions”) are an integral part of all agreements for goods sold by Outokumpu (the “Goods”). These Conditions may not be supplemented or amended by any conduct, prior representation, course of dealing, usage of trade, or document unless made in writing and signed by both parties. Any terms and conditions, whether prior or subsequent, set out in Buyer’s order or other Buyer document are rejected and will only have effect if accepted by Outokumpu in writing. Buyer’s assent to these Conditions shall be conclusively presumed upon Buyer’s order, payment for, or acceptance of all or any of the Goods ordered.

2 Quotations, Offers and Acceptance

(a) A quotation from Outokumpu is valid for a period of seven (7) days from the date of issue, unless otherwise expressly stated in the quotation. Notwithstanding the foregoing, Outokumpu may modify a quotation at any time prior to receiving a firm order from Buyer. A quotation from Outokumpu is an invitation to Buyer to make an offer.

(b) An order for Goods (“Order”) shall be deemed to be an offer by Buyer to purchase Goods pursuant to these Conditions.

(c) Outokumpu’s issuance of an order acknowledgment (the “Acknowledgment”) shall constitute Outokumpu’s acceptance of Buyer’s offer. No orders of Goods shall be binding on Outokumpu unless Outokumpu issues an Acknowledgment accepting it. An agreement for sale of Goods will be concluded only upon Outokumpu’s issuance of an Acknowledgment and/or signature of a Supply agreement.

3 Material Selection

Any information on material selection or other similar assistance provided by Outokumpu is made free of charge without any representation or warranty and is in no way intended to be professional advice. Outokumpu shall have no liability for any such assistance.

4 Delivery of the Goods

4.1 Delivery time and terms

(a) Where a shipping/delivery date is specified by Outokumpu, that date reflects Outokumpu’s best estimate of the probable time required for completion of Buyer’s order, based on Outokumpu’s then-current workload, raw material and labor availability, manufacturing capacity and scheduling. As such, all shipping/delivery dates are approximate and subject to parties’ satisfaction of a number of conditions under the Agreement including Outokumpu’s prompt receipt from Buyer of all information and approvals necessary to provide the Goods. Outokumpu is entitled to divide the delivery into lots and payment for any lot so shipped shall become due in accordance with the terms of payment set out below without regard to subsequent deliveries. Failure of Buyer to pay for any lot when due shall excuse Outokumpu from making further deliveries. A delay in delivery of any lot shall not relieve Buyer of its obligations to accept and pay for remaining lots. Unless otherwise set out in the Acknowledgment, delivery will be made CIP (Incoterms 2020) to a point of delivery mutually agreed upon by the parties (the “Destination”).

(b) Unless otherwise agreed upon in writing by the parties,

Outokumpu shall deliver the Goods to the Destination using Outokumpu’s standard methods for packaging and shipping. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for the receipt of the Goods at the Destination.

4.2 Adjustment of volume

The quantity delivered may deviate by up to thirty percent more or less (+/-30%) from the weight in the Acknowledgment, and the price shall be adjusted accordingly. Buyer shall not be entitled to object to or reject some or all of the Goods because of the surplus or shortfall.

4.3 Delay in delivery

Should the delivery of the Goods be delayed, Buyer’s sole remedy is to cancel in writing the applicable order for the Goods which are delayed for more than eight (8) weeks.

5 Defective Goods and Shortages

5.1 Outokumpu warranty

Outokumpu warrants that the Goods (97% of the net weight of the coil and slab Goods or 100% of the net weight of the sheet Goods) shall substantially conform with the description set out in the Acknowledgment (the “Specifications”) which are the only undertakings Outokumpu has for the Goods. The Goods shall only be regarded as defective or otherwise deviating from the Agreement, if they do not meet the Specifications on the date the risk of loss for the Goods transfers to Buyer (“Risk Transfer Date”). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, OUTOKUMPU MAKES NO WARRANTIES, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

5.2 Buyer notices of complaint

In the event that the Goods are not delivered in the agreed upon quantity (“Shortage”) or do not meet the Specifications (“Defect”), subject to Clause 4.2 above, Buyer shall give notice to Outokumpu in writing: (i) within one week of the Goods arriving at the Destination or (ii) for other alleged instances of Defect and Shortage, within two weeks from the day Buyer noticed or should have noticed the Defect or Shortage. If notification is made after the dates stated in this clause 5.2 or in clause 15, Outokumpu is not obligated (liable) to perform any remedy or pay any reduction in price related to such alleged Defect or Shortage.

5.3 Remedy

As provided in Outokumpu’s Claims Policy, the current version of which may be found at: www.outokumpu.com/conditions-of-sale, (as may be amended from time to time), and is hereby incorporated into the Agreement, in the event that the Goods are in fact defective, Outokumpu shall, at its own expense and at its sole discretion, either rectify the Defect or deliver replacement Goods.

In the event of a Shortage, Outokumpu shall deliver the missing quantity. The delivery of replacement or missing Goods shall be made within the normal timeframe it takes Outokumpu to produce new Goods (if needed) and transport it to the Destination. Defective Goods shall be handed over to Outokumpu at the Destination at the same time as the replacement Goods are delivered, if not, Buyer shall pay Outokumpu scrap value for the Goods not delivered. Instead of correcting a Defect or Shortage, Outokumpu has the right to reduce/credit the price for the Goods with an amount equal to the price for the missing or Defective Goods less (minus) the latter's scrap value.

6. Order Changes

Outokumpu is under no obligation to honor order changes after issuance of an Acknowledgement. However, if Buyer requests and Outokumpu agrees to any changes, Buyer shall pay all charges reasonably assessed by Outokumpu with respect to those changes, including without limitation increased costs of design, materials and/or manufacturing (plus reasonable overhead and profit if applicable).

7. Force Majeure

"Force Majeure" is an impediment beyond a party's reasonable control such as wars, terrorism, fires, explosions, flooding or other extreme weather, major machine break-downs, unavailability of necessary materials or supplies, any shift in raw material costs that prohibits or materially reduces the supply of Goods or necessary materials or supplies from suppliers, delays of carriers or suppliers, strikes, lockouts and other labor disputes, epidemics, pandemics, trade disputes, refusals to grant licenses, which the party could not reasonably have avoided or overcome. Delay or failure by a party to perform its obligations due to a Force Majeure event shall not constitute a breach of contract with the effect that the affected party is relieved from liability in damages and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If the Force Majeure persists for more than three months, either party shall be entitled to terminate any order for Goods not yet delivered to Buyer. In the event of such a termination, neither party will be entitled to any damages or other compensation.

8. Retention of Title and Security Interest

Outokumpu holds title to the Goods delivered until Buyer has made full payment for (i) the Goods delivered, and (ii) all other monies due from Buyer to Outokumpu. To secure payment, Buyer hereby grants Outokumpu a security interest in the Goods and any and all proceeds, accounts, contract rights, bond rights, lien rights, instruments, and general intangibles of Buyer, and all other rights of Buyer to the payment of money, arising from any sale or other disposition of the Goods or a portion of the Goods. Buyer authorizes Outokumpu to file financing statements or other documentation covering the Goods as Outokumpu shall deem necessary or desirable to protect its interest in the Goods. Notwithstanding the foregoing, and independently of the date of the transfer of title, the risks of loss, theft and damage will transfer to Buyer in accordance with the Incoterm in the Acknowledgement. Buyer therefore undertakes to cover the above risks with the appropriate insurance coverage.

9. Payments and Overdue Interests

(a) Prices are exclusive of Alloy Surcharges, tariffs, duties, and any taxes, including but not limited to any Sales Tax, Value Added Tax, penalties, and/or federal, state, or local charges imposed or payable in connection with the sale, use, manufacture or shipment of the Goods covered herein. Buyer is responsible for all such taxes, tariffs and duties. If paid by Outokumpu, Buyer agrees to reimburse Outokumpu in full, on demand, for such costs and any overdue interest as stated below. Alloy Surcharges will be added in accordance with Outokumpu's surcharge ruling at the date of dispatch (available at: www.outokumpu.com) for each lot of Goods unless otherwise expressly agreed.

(b) If not otherwise agreed in writing, Buyer shall pay in full each invoice with respect to an Order no later than thirty (30) days after the date of such invoice. If Buyer at the date of dispatch is not approved for credit insurance by Outokumpu's credit insurance company or has overdue invoices to any Outokumpu Group Company, Outokumpu is entitled to request advance payment or other security as a condition for delivery of the Goods.

(c) Should Buyer refuse to take delivery of Goods shipped, Buyer shall pay for the Goods as if they have been delivered. If Buyer fails to pay in full any invoice when due, Buyer shall pay overdue interest on the amount outstanding at the Prime Rate (as published by the Wall Street Journal), plus six (6) percent from the due date to the payment date. In addition, Buyer shall pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Outokumpu in collecting or attempting to collect the debt.

(d) Buyer shall not withhold payment for the Goods or part thereof as a result of any dispute concerning the Goods or other business matters between the parties.

(e) Notwithstanding anything to the contrary in this Clause 9, Outokumpu may assign its receivables and any other right to receive payment from Buyer with respect to any invoice issued hereunder, and following any such assignment, Buyer shall make payment hereunder in accordance with Outokumpu's written instructions.

10 Compliance with Laws, Sanctions and Ethics

Both parties undertake to (i) comply with all applicable anti-corruption and anti-money laundering laws & regulations, (ii) abide by the principles of Outokumpu's Code of Conduct (available at www.outokumpu.com) and (iii) not sell, or supply the Goods to be used, in any territory or by any individual or entity in breach of any sanction regulation, export restriction and other restrictive measure applicable on the Goods or the parties, including those imposed by the United Nations, European Union, United States (OFAC). A serious breach of any of these undertakings entitles the non-defaulting party to immediately terminate the Agreement.

11 Termination of Orders

(a) Any Order may be terminated, in whole or in part, as follows:

(i) by Outokumpu, with immediate effect, upon written notice to Buyer, if (A) Buyer fails to pay any amount when due with respect to such Order and fails to cure such payment default within thirty (30) days after receiving notice thereof from Outokumpu, or (B) the completion of such Order is prohibited by law, including any applicable sanctions issued by any governmental authority;

(ii) by Buyer, with immediate effect, upon written notice to Outokumpu, if the Goods subject to such Order are not delivered in full to Buyer by the date that is eight (8) weeks after the delivery date set forth in the Acknowledgment applicable to such Order, in which event, Buyer's sole remedy shall be the refund of any amounts paid to Outokumpu in respect of such non-delivered Goods;

(iii) by either Outokumpu or Buyer, upon written notice to the other party, if the other party commits a material breach of its obligations under these Conditions or any applicable Supply Agreement and, if such material breach is capable of being cured, fails to cure such material breach within thirty (30) days after receiving notice thereof from the non-breaching party; or

(iv) by either Outokumpu or Buyer, upon written notice to the other party, upon the occurrence of any of the following: (A) the commencement of an action by or against the other party under applicable bankruptcy law; (B) any general assignment by the other party for the benefit of its creditors; (C) the appointment of a receiver to take charge of the other party's assets; (D) upon the voluntary or involuntary dissolution or liquidation of the other party; or (E) the inability of the other party to pay its debts and other obligations as they become due; provided that, with respect to the actions described in clauses (A), (B) or (C), any such actions renders each party unable to perform its obligations with respect to such Order.

(b) The foregoing termination rights are cumulative and in addition to any other rights or remedies to which the terminating party may be entitled at law or in equity.

(c) Except as expressly provided above, Buyer may not terminate any Order without the prior written consent of Outokumpu. If Outokumpu consents to such termination, reasonable termination charges calculated by Outokumpu shall be assessed in connection with such termination.

12 Confidentiality

All non-public, confidential, or proprietary information of Outokumpu, whether written or oral, whether or not identified as "confidential", including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by Outokumpu to Buyer in connection with this Agreement, is solely for the purpose of performing this Agreement and may not be disclosed or copied by Buyer unless authorized in advance by Outokumpu in writing. At Outokumpu's request, Buyer shall promptly delete or return all documents and other materials received from Outokumpu. Outokumpu shall be entitled to injunctive relief for any violation of this clause. This clause does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

13 Entire Agreement

These Conditions, the Acknowledgment, the Supply Agreement, and any applicable attachments, exhibits, and supplements agreed in writing by both parties regarding the Goods, constitute the entire agreement between the parties (the "Agreement"). All other documents, including catalogues, brochures, advertisements, and manuals provided by Outokumpu are merely for information and are non-contractual.

The Agreement supersedes all prior or contemporaneous negotiations, representations, warranties, commitments, and understandings between the parties with respect to the Goods covered by the Agreement. A waiver, implied or express, by Outokumpu of any provision of the Agreement shall not influence the validity and applicability of the other provisions. The invalidity and/or illegality, in whole or in part, of any provisions of the Agreement shall have no effect on the validity of the other provisions. The fact that Outokumpu does not require the application of a provision of the Agreement in no account constitute a waiver of Outokumpu's right to avail itself thereof at a later date.

14 Governing Law and Dispute Resolution

(a) The Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Georgia, U.S.A., exclusive of conflicts of laws rules and any rule that would require the application of the United Nations Convention on the International Sale of Goods (CISG), which shall not apply to the Agreement.

(b) Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration pursuant to the rules of the American Arbitration Association (the "AAA"). The location of the arbitration shall be Atlanta, Georgia and the language of the arbitration shall be English.

(c) Notwithstanding the arbitration clause above, Outokumpu shall in its sole discretion for the purpose of collecting the debts of Buyer, be entitled to submit any claim against Buyer in the courts and authorities of the country, state or county where Buyer is domiciled, or the Goods are located.

15 Limitation of Liability

(a) EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL OUTOKUMPU BE LIABLE UNDER THIS AGREEMENT TO BUYER OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFIT, BUSINESS INTERRUPTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT OUTOKUMPU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY REMEDY HEREUNDER TO FAIL OF ITS ESSENTIAL PURPOSE.

(b) IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUTOKUMPU'S AGGREGATE LIABILITY UNDER THE AGREEMENT TO BUYER, OR ANY OTHER PERSON, OR ENTITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY OUTOKUMPU FROM BUYER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR DAMAGES.

(c) FURTHERMORE, OUTOKUMPU SHALL HAVE NO LIABILITY FOR ANY CLAIM WHATSOEVER WHEN NOTIFICATION IS MADE MORE THAN ONE YEAR AFTER THE RISK TRANSFER DATE.