

TERMS OF SALE AND DELIVERY
NLMK DanSteel A/S

18.10.2016

The terms of sale and delivery set out below shall apply unless otherwise agreed in writing between NLMK DanSteel A/S (the Seller) and the Buyer.

1. Prices

- 1.1 Up to and including the date of delivery the Seller shall be entitled to alter prices in accordance with changes in rates of custom duties, freight and insurance rates or any other circumstances beyond the Seller's control.
- 1.2 The Seller may claim compensation for any increase in his expenditure, which may be ascribed to the Buyer.
- 1.3 All basic prices and excess prices shall apply per 1,000 kg ex/f.o.b. Frederiksværk excluding taxes and duties. The value-added tax in force on the date of delivery shall be added to all deliveries within Denmark.

2. Passing of Risk

- 2.1 Delivery takes place ex DanSteel A/S. The Seller shall be entitled to decide form and method of transportation.
- 2.2 Plates are generally shipped unpacked and unprotected. External corrosion, transport-related pollution and surface impairments resulting from this cannot be considered as a material defect and are excluded from liability. Special packing or protective measures (e.g. as for long-term storage or sea transport) will only be done upon explicit order and are charged with extra costs.

3. Time of Delivery

- 3.1 All quoted delivery periods and dates are estimate and conditional on there being no unforeseeable production stoppages as well as on the Seller being supplied on time with the necessary specifications. The date of despatch ex works shall be decisive for determining the Seller's compliance with delivery periods or dates.
- 3.2 The Seller shall not be responsible for any consequential loss, loss of time or profit, daily penalties, or any other loss, which might be incurred as a result of delayed delivery.
- 3.3 The Seller reserves the right to effect partial deliveries.
- 3.4 Where the customer wishes to undertake collection of goods he must collect them within 14 days of notice of readiness, from which time they shall be kept at the expense and risk of the Buyer.

4. Descriptions

- 4.1 All information concerning weight, dimensions and other data specified in catalogues, price lists etc., shall be binding only to the extent such reference is made in the order confirmation.
- 4.2 All materials shall be delivered in accordance with agreed standards and stipulations concerning quality and tolerances contained therein.

5. Ownership Reservation

- 5.1 The Seller reserves the ownership of the delivered goods until payment is effected.

6. Payment

- 6.1 For despatches from 1st to 15th of the month - the payment shall be due on the 15th day of the month following the despatches.
For despatches from 16th to the last day of the month - the payment shall be due on the 25th day of the month following the despatches.
- 6.2 In case of late payment, interest in the amount of 7% above the base-lending rate of Denmark's National Bank shall be charged.

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- 6.3 Payment shall be made without deducting of cash discount and securing that the amount is available to us on due date. The Buyer is entitled to offset only against claims which are either undisputed or have become res judicata; the Buyer shall only be entitled to rights of retention insofar they are based on one and the same contract.
7. Defects, Complaints, etc.
- 7.1 The Buyer undertakes to inspect consignments immediately on receipt. If the Buyer intends to lodge a complaint, he shall do so within 14 days of receipt except in the case of some latent defects. Complaints shall in any circumstances be lodged within 12 months of receipt.
- 7.2 In the event of a timely and justified complaint, the Buyer may demand a replacement delivery or a credit note for the value of the invoice. In either case it is a condition that the Buyer undertakes, carriage-paid by the Buyer, to return the lot in dispute. No other compensation shall be granted than provided above. The Seller shall thus not be held liable for any consequential loss, loss of time or profit, or daily penalties or any other loss, which may result from a defective consignment.
8. Product Liability
- 8.1 In relation to the Buyer product liability for personal injury or damage to property which is comprised by the Danish Product Liability Act shall be the Seller's responsibility only if it follows from the provisions of the Act.
- 8.2 The Seller shall not be responsible for any other personal injury or damage property in relation to the Buyer. Product liability is thus disclaimed also with regard to damage, which may be referred to faults or neglect on the part of the Seller.
- 8.3 If the goods delivered cause damage to any third party or third party's property which entitles the third party to compensation, such compensation shall be finally paid by the Buyer irrespective of whether the damage may be referred to faults or omissions committed by the Seller. However, this shall not apply if the damage is comprised by the Product Liability Act and such a distribution of liability is contrary to indispensable rules of the Act.
- 8.4 The product liability shall in no circumstances comprise consequential loss, loss of time or profit, or daily penalties or any other indirect loss.
9. Force Majeure etc.
- 9.1 The Seller shall be exempt from liability for any non-delivery, short delivery or delayed delivery which are due either in part or in whole to circumstances beyond the control of the Seller such as breakdown of production plant, fire, war, riots, civil disturbances, strikes/refusal to work, lock-out, non-delivery, short delivery or delayed delivery on the part of sub-suppliers, shortage of labour, fuel or motive power, restrictions on currency or trade embargoes, intervention of public authorities including the European Communities.
10. Resale
- 10.1 In the case of resale in unchanged condition, with the exception of sale from stocks, the Buyer shall comply with the provisions of Article 63(2) of the ECSC Treaty as well as Commission rulings nos. 30/53, 31/53 and 37/54 with all subsequent amendments.
11. Governing Law and Jurisdiction
- 11.1 Disputes arising out of this agreement and conditions connected therewith shall be settled in accordance with the rules of Danish law, with the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København) as proper venue.