





General Terms and Conditions of Sale - 2015 Edition

The French version of General Terms and Conditions of Sale - 2015 Edition - takes precedence over other languages. The terms and conditions may also be read on www.eu.nlmk.com.

These general terms and conditions of sale apply to all sales, hereafter the "Contract" or "Contracts", concluded by NLMK Sales Europe, NLMK
La Louvière & NLMK Manage Steel Center, hereafter the Seller. Any conditions inconsistent with these general terms and conditions shall be the terms of payment, or issue a debit note.

42 No complaint for non-conformity by the Seller or expressly approved by it. Any conditions (or expressly approved by it. Any conditions on the Purchaser for different accepted by the Seller in connection with particular Contracts or orders, even if repeated, may not be relied on by the Purchaser for different for contracts or orders and shall not therefore constitute an acquired injust perms and conditions on the Purchaser sor order forms are present the season of the and the Seller. In the event that a contract governing the relations between the parties does exist, these general terms and conditions of sale shall apply unconditionally to any matters not otherwise provided for by the contract concerned. In the event that any provision of these general terms and conditions of sale shall become, invalid, unenforceable or unlawful to any extent, the validity of the other provisions of these general terms and conditions of sale shall be unaffected thereby. The parties shall use their best endeavours to replace the invalid, unenforceable or unlawful for any extent, the validity and the parties of the parties of the parties shall use their best endeavours to replace the invalid, unenforceable or unlawful provision by a valid, lawful and enforceable provision having a similar economic effect.

1. VALIDITY OF AGREEMENTS

1.1 The Seller shall be bound only by the terms of its express acceptance of the Purchaser's firm order given in the form of an acknowledgement of order sent to the Purchaser. All other price quotations, proposals, preliminary documents and the like issued by the Seller are non-contractual and issued without obligation or commitment on its part.

1.2 Any undertakings entered into by the Seller's agents, representatives or brokers are binding on the Seller only after being expressly

1.3 The Purchaser's cancellation of all or part of any firm order shall entitle the Seller to compensation, on the clear understanding that the minimum damages to which the Seller will be entitled are hereby fixed at a minimum of 30% of the order amount, unless the Seller proves

1.4. The Seller may validly assign all or part of the rights and obligations arising under the Contract to a third party or have all or part of the Contract performed by a third party without the Purchaser's consent or special notice. But the Purchaser may not transfer the Contract to third parties without the Seller's written consent.

2. CONTRACTS

3. PRICE

The Contract specifications must be supplied in the order in which they are booked. If detailed and firm specifications for the entire Contract are not supplied within 6 weeks of the Seller witten confirmation of the Contract or any other specification period agreed upon during pregoldations, the Seller may cancel all or part of the Contract without prejudice to all other rights, including in particular the minimum dange provided for in article 1.3 above. If the specifications exceed the tonage provided for in the Contract, the Seller may choose agree it will be surplus, accept it and charge it at the market price, agree a new price with the Purchaser for such surplus, or possibly carry it over noto another as yet undischarged Contract. The tonages and quantities provided for in Contracts include a tolerance of 10% more or less in the goods actually delivered.

Prices are fixed by the Contract. Unless provided otherwise, customs duties, taxes, VAT and other present or future assessments or levies in force at the time such taxes become due shall be borne by the Purchaser. Where prices include transport costs, these shall be understood as being for normal conditions of transport and for a full load at the going rates on the day on which the acknowledgement of order is issued. Any supplement resulting from part-loads or unexpected developments shall be charged to the Purchaser's account. Any fluctuation in the costs of the transport used to set prices adjust when the account of the purchaser's account. Any fluctuation in the costs of the transport used to set prices adjusting the rise to a corresponding price adjustment.

4. DELIVERY PERIOD

Delivery periods begin to run from the date of effective acceptance of the order by the Seller in the form of an acknowledgement of order. The periods agreed for delivery are estimates only. Accordingly, no delay however caused shall attach liability to the Seller nor create an entitlement to compensation, cancellation or purchases for account. Tonnages scheduled, being worked or shipped may not under any circumstances be cancelled by the Purchaser.

5. FORCE MAJEURE

A force majeure event means any event, foreseeable or otherwise, which is beyond the control of the parties and either:

(i) renders performance of all or part of the parties' obligations impossible due to causes including changes in standards and laws, strike, war, embargo, natural disaster, explosion, fire, destruction and breakdown of machinery, factories and plant, serious operating accidents; or

(ii) results in a shortage or serious disruption of the conditions - including financial and economic - of raw material and energy supplies disrupt the economic bases of the Contract to the disadvantage of either party.

The obligation to pay an amount of money is never affected by force majeure. The occurrence of a force majeure event as defined in the The obligation to pay an amount of moupe is never affected by force majeure. The occurrence of a force majeure event as defined in the preceding subparagna affecting a supplier of the Seller which disrupts or is likely to disrupt the supply of raw material, energy or equipment to the Seller shall also be deemed to be a force majeure event affecting the Seller. The affected party shall notify the other of a force majeure event affecting the Seller. The affected party shall notify the other of a force majeure event event within 15 days of becoming warre of the occurrence thereof, by any convent, or pay and the other of a force majeure event endure for more than 60 consecutive days. The parties shall meet at the request of whichever party lites takes action in order to decide on the conditions in which performance of the contract may be a forced to the conditions in which performance of the contract may be a forced to the conditions of the party affected by the event may request by registered letter that Contract the seconded.

6. INSPECTION AND ACCEPTANCE

At the time of acceptance of the order, the Purchaser may request a surface inspection (appearance, weight or dimensions) or, with the Seller's agreement, acceptance with testing in the Seller's factories, to be carried out before the goods are shipped. In the event of a surface inspection, the Purchaser has the right to check the material in the Seller's factories "as is" and without handling, without being able to require an analysis test or even any particulans thereof. If the Purchaser requests acceptance with testing and handling, without being able to require an analysis test or even any particulans thereof, if the Purchaser events extra great and the Seller has agreed, it must specify he find of testing the seller's acceptance with testing and the Seller's agreed, and the Seller's factories to sell the seller's factories to satisfy all the conditions agreed upon as provided in article 9.1 of these general terms and conditions.

7. WEIGHTS/QUANTITIES

Where goods are sold by actual weight, the weights indicated by the Seller, based on weigh scales checked by Weights & Measures, shall be Where goods are soid by actual weight, the weight indicated by the Seler, shade on weight scae checked by Weights & Measures, the health scale schedules are sometimed by the selection of the only basis for invoking. If a global policial, the total weight recorded weights cover the different tens. The retail weights of determined shall be a warranty by the Selier; only the total weight is updated. The selection of the selection

8. SHIPMENTS

8. SHIPMENTS
8.1 Unless agreed otherwise, goods are sold EXW (Incoterms 2000 or any other subsequent version) and are deemed to have been delivered and accepted on being loaded in the Sellar's factories. The goods are therefore carried at the Purchaser's cost and risk. If any other term of delivery is agreed to apply, it is the Purchaser's responsibility to ensure before manufacture of the material takes place that the Seller's is applied with any necessary specific instructions, consignments will be shipped using the Seller's best judgement, and the Seller reserves full discretion to ship the goods by Inland waterway, road or rail, whichever is most convenient to it. The goods are loaded on a covered or uncovered means of transport according to the specific characteristics of the goods loaded. Shipments made by inland waterway are understood to be on conditions open to normal navigation unimpeded by any restriction and in agreed minimum quantities. The Purchaser shall make the necessary arrangements force transhipment free of cost or demurrage of the material brought by barge or lighter alongside vessels. All outlays resulting from additional handling or delay shall be formed by the Purchaser. Deliveries made by a rail are understood to be according to the custom and practice of the adjoint point provided they are not inconsistent with these terms and conditions. The operations which it is agreed to call "putting on board" shall be carried out by the Seller's appointed lowarding agents. The Purchaser expressly undertakes to make freely available to such forwarding agents, in good time and with sufficient notice, full and detailed shipping instructions. All added costs incurred by delayed or suspended loading (stay on quay.) Orders made out in their name as consignors. It is the responsibility of the Purchaser or its agents to send to the forwarding agents, in good time orders made out in their name as consignors. It is the responsibility of the Purchaser or its agents to send to the forwarding agents, in good time and the sufficient notice, full and detailed shipping instructions. All addit costs incurred to by delayed or suspended loading (stay) or quay, sheeting, guarding, laying up, closing up, haulage, storage, etc.) and all costs incurred due to obstruction, inadequate lifting equipment, lax of orse agents and active the contract of the purchaser's account it its shipping instructions or those of its agents have been followed. If or any cause whatever, loading cannot be carried out at the appropriate port, the Seller or stream of the same that the port of the same shall communicate these terms and conditions to its agents at the port of loading with directions to comply with them in performing their duties. Unless agreed otherwise, CIF shipments are understood to be with insurance free of particular average (FPA). In any event, payment is owed to the Seller on the date when the goods are placed at the Purchaser's dsposal. Article 8.3 notwithstanding, the Seller has the right to invoice the Purchaser with the costs of storage, additional handing and all survice purchaser. The seller has the right to invoice the Purchaser with the costs of storage, additional handing and all survice purchaser. The seller cannot in any way be held labele for rail, inland waterway, martine or road forwarding times. If the equipment is transported outside Belgium, the buyer shall provide the seller with proof of carriage which may in particular consist of a copy of the CARR note to enable the seller to verify that the final destination of the goods is that declared at the three contract was a copy of the CMR note to enable the seller to verify that the final destination of the goods is that declared at the time the contract was concluded. If the goods are exported outside the European Union by the buyer, he shall be required to provide the seller with a copy of the

export document.

8.2 Unless provided otherwise, for goods whose final delivery point is Belgium, the Purchaser is responsible for collecting and storing the packing materials and means of protection, fixing, bracing and stowing used during transportation of the goods. He thall hand them over to the company responsible for collecting them. Should the Pauler here I in default of this obligation, and should the Seller than four labelity, the Purchaser promises to bear alone the full consequences of its breaches, and to protect all the Seller's rights with regard to third paries. The Purchaser any not charge the costs of storage of south packing to the Seller. Unless provided otherwise, for goods whose, for goods whose and additional goods and stowing used during transportation of the goods. It shall hand them over to the company responsible for collecting, bracing and stowing used during transportation of the goods. It shall hand them over to the company responsible for collecting here. Should the Purchaser be in default of this obligation, and should the Seller thereby incur liability, the Purchaser promises to bear alone the full consequences of its breaches, and to protect all the Seller's rights with regard to third parties. The Purchaser may not charge the costs of destruction, recycling or storage of such packing to the Seller.

As. The right of recission provided by article 12 notwithstanding, goods that are not collected or for which no specific shipping instructions have been given by the Purchaser remain on the Seller's premises at the Purchaser's risk and cost. In such a case, the Purchaser shall be liable automatically and without further notice to pay the Seller fixed compensation equal to 1 Euro per tonno of uncollected goods per day from the fifteenth day following the day on which the goods are placed at the Purchaser's disposal. From the forty-second day following the day on which the goods are placed at the Purchaser's disposal, and a mount of the College of the purchaser's disposal to the purchaser's disposal to the purchaser's disposal to the purchaser's disposal to the Seller's and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are placed at the Purchaser's disposal, and the goods are p

has agreed to transport them or have them transported to the place appointed by the Purchaser. If the Purchaser waives the acceptance operations or takes no steps to send receiving agents before shipping, any acceptance cost shall nevertheless be applied and the goods shall be deemed to be effectively accepted on loading in the Seller's factories. No complaint will be entertained in respect of transported material. Complaints may not be based on the particulars contained in the shipping documents concerning either the number of particular southained in the shipping documents concerning either the number of particular southained in the shipping documents concerning either the number of particular southained in the shipping documents concerning either the number of particular weight is conclusive, or the appearance of the material as regards moisture, rust, accidental bending or any other damage, the Seller

9.3 A complaint for latent defect will be entertained only if made as soon as possible after the discovery of the defect, and within 60 days of the date on which the goods left the Seller's factories, and if the Purchaser specifies the quantities to which the complaint relates together with the cast numbers and references of the goods concerned. The Purchaser shall forward a sample of the goods the subject of the complaint when simply asked by the Seller, and shall afford the Seller every facility to have access to and to examine the goods on the spot. The 60 days ford mentioned earlier in this paragraph shall be reduced to 30 days for uncoated products. The Seller cannot be held liable for the risks of rust affecting goods ordered unoiled; additionally, the Purchaser acknowledges that it has been informed of the increased danger of scratching during the handling, transport and use of this type of product.

9.4 All tests or analyses carried out elsewhere than on the Seller's premises and without an agent of the Seller duly authorized for the purpose in attendance, shall be void as against the Seller.

9.5 No warranty is given as to the properties and characteristics of goods sold other than those stipulated by technical standards or the Purchass specifications expressly referred to in the acknowledgement of order and accepted by the Seller. Accordingly, any indication by the Purchaser in order or any other document as to the use for which the Purchaser intends to put the goods shall not be binding on the Seller and shall not under a circumstances be grounds for a complaint.

9.6 if the Seller argeres to act on the complaint made by the Purchaser, the Seller may at its discretion either (i) replace the defective part within a time fixed by the Seller on the understanding that the defective part shall be returned to the Seller, or (ii) refund an amount equal to the difference between the price of the defective part of the goods ordered as agreed between the price and the value of the defective part of the goods ordered as agreed between the price and the value of the defective part of the goods actually delivered, calculated on the basis of the prices in force in Belgium on the day of the agreement to act on the complaint. The warranty shall not cover any other loss, damage or compensation, direct or indirect (such as production line stoppages, business interruption, layoff), whatsoever. The Purchaser must in all circumstances take care to miligate its loss.

10. LIABILITY FOR PRODUCTS

Under the Belgian Product Liability Act of 25 February 1991 or any other legislation having the same purpose, the Seller as a producer is relieved of its liability in the following cases in particular: (i) the state of scientific and technical knowledge at the time when of the goods were delivered was not such as to enable the Seller to discover the existence of the defect or (ii) the defect is attributable to the design of the product in which the raw under any circumstances he had liable for (ii) the choice of the type of product, (ii) the definition of the specification supplicable to the product and (iii) the choice of the technical standard or quality of the product, which are made by the Purchaser under its sole and absolute responsibility. Accordingly, the Seller may not under any circumstances be held liable for (it the choice of the technical standard or quality of the product.)

11. TERMS OF PAYMENT

11.1 Unless specifically agreed otherwise, the price of the goods is payable at the Seller's head office.

If payment is not made when due, the Purchaser shall be liable automatically and without further notice to pay interest calculated from the due date at the annual rate fixed by the Belgian Overdue Payments (Business Transactions) Act of 2 August 2002. The Purchaser may have to bear any foreign exchange loss between the current rate on the payment date and the current rate on the due date. In othe due date, In addition, non-payment shall also automatically and without further notice incur the charge of fixed compensation equal to 15% of the total invoice amount.

and without further notice incur the charge of fixed compensation equal to 15% of the total invoice amount.

11.2 Any overdue payment, default by the Purchaser in any of its obligations, refusal or protest of a bill of exchange or the giving of an uncovered cheque shall entitle the Seller, without prejudice to the right to claim rescission of the Contract as provided for in article 12 or damages, to exercise a right of lien on the goods sold and their fittings as well as on goods and fittings the subject of other business transactions entered into with the same Purchaser or with other Purchasers, whether Belgian or foreign, bellonging to the group within the meaning of articles 5 et seq. of the Belgian Companies Code to which the defaulting Purchaser belongs. Any overdue payment, default by the Purchaser in any of its obligations, refusal or protest of a bill of exchange or the giving of an uncovered cheque shall, without prejudice to the right to claim rescission in the Contract as provided for in article 12 or damages, automatically render immediately payable all sums still owed by the Purchaser which are not yet payable or the balance of the price of invincies payable in installments arising out of other business transactions entered into with the same Purchaser of with other Purchasers, whether Belgian or foreign, belonging to the group within the meaning of articles 5 et seq. of the Belgian Companies Code to which the defaulting Purchaser belongs. Should the Purchaser's solvency be doubtful, the Seller may at any time until the price of goods has been paid in full require new or additional guarantees as surely for past-due or accruing due payments, or payment cash before delivery, and the Purchaser's hall not be able to absolve himself of this requirement by relying on any special conditions of payment and guarantee agreed for the Contract or having any claim for damages. The Purchaser's nature to retain some proper to the second to be doubtful.

(i) if the Seller's credit insurer refuses to grant coverage for orders placed by the Purchaser, or

(ii) in the event of late payment, default by the Purchaser in any of its obligations, refusal or protest of a bill of exchange or the giving of an uncovered cheque arising out of other business transactions entered into with the Purchaser.

Should the Purchaser not satisfy the Seller's request for cash-before-delivery payment or the provision of a guarantee as referred to in the foregoing subparagraphs, the Seller may choose either to suspend performance of its obligations or to rescind the Contract without prejudice to its rights to

11.3 In the event of delay or suspension of loading, invoices shall be payable in full fifteen days from the date on which the goods left the Seller's factories unless the payment terms provide otherwis

11.4 If the Purchaser falls to perform any of its obligations, the Seller shall be entitled to treat all its liabilities or receivables in respect of that Purchaser or any other Purchaser belonging to the same group within the meaning of article 5 of the Belgian Companies Code as one single contractual commitment. Accordingly, the Seller may set off its debts against its own claims against the Purchaser or other Purchasers belonging to its group.

11.5 The issuing or acceptance of bills, direct billing or any other method of payment shall not constitute a novation or waiver of the agreements or the general terms and conditions of sale, and in particular the clauses relating to the applicable law and the jurisdiction of the courts.

12. RESOLUTION AND SUSPENSION

12.1 The Seller is entitled to rescind all or part of the Contract entered into with the Purchaser with immediate effect and without compensation further notice or court order and without prejudice to any of its rights, in the eventualities specifically referred to in these general terms and condition and in the following cases:

a. any default whatever by the Purchaser in any of its obligations to the Seller such as for example a refusal to take delivery of the goods (the absence of specific shipping instructions being equated to such refusal), overdue payment, etc;

b. the Purchaser's bankruptcy, suspension of payments, petitioning for or being granted a court-approved arrangement, and more generally, proceedings resulting in the Purchaser's creditors bearing loss prorated to the amount of their claims or to get an extension of time for payment (size the specific proceedings under the Belgian Companies (Going Concern) Act or any other similar legislation);

c. the total or partial discontinuance of business, standstill, liquidation or insolvency of the Purchaser's business; d. seizure of the Purchaser's assets or protest of bills of exchange;

e.late payment of social security contributions, income taxes or any tax levies whate

f, if it is apparent that the Purchaser cannot fulfil its own obligations.

In such cases, the Contract shall be rescinded by mere notice of the Seller's intention to the Purchaser given by registered letter. Rescission is deemed to occur on the day on which the Seller hands over the registered letter at the post office. The Purchaser shall also be automatically liable to pay fixed compensation for each rescinded Contract of an absolute minimum amount equal to 30% of the value of the rescinded Contract of an absolute minimum amount equal to 30% of the value of the rescinded Contract, except that if the Seller proves greater loss, the loss incurred by the Seller shall be compensated in full.

12.2 If the Seller is entitled to rescrind a specific Contract pursuant to article 12.1, the Seller shall also be entitled to rescrind all or part of the other Contracts entered into with the same Purchaser and all or part of Contracts concluded with other Purchasers, whether Belgian or foreign, belonging to the group within the meaning of articles 5 et serior Interest of the Seller shall be rescrided by mere notice of the Seller's interest to the proper belongs belongs. In such cases, the Contract shall be rescrided by mere notice of the Seller's interest to the Purchaser given by registered letter. Rescission is deemed to cour on the day on which the Seller bands over the registered letter at the post office. The Purchasers on or or more of whose Contracts are rescrided Sellar also be automatically liable to pay lixed compensation for each rescrided Contract of an absolute minimum amount equal to 30% of the value of the rescrided Contract, except that if the Seller provise greater loss, the Seller shall be compensated in full.

12.3 If the Contract is rescinded by the Seller, no damages on whatsoever grounds or of whatsoever kind shall be owed by the Seller to the

12.4 If the Contract is rescinded by the Seller, the Purchaser shall at its own cost and risk, and without prejudice to any other rights of the Seller, return the goods to the Seller and provide the transport for the purpose.

12.5 The Seller shall also be entitled in the cases referred to in article 12.1 without prejudice to its other rights to suspend all or part of the Contract, the other Contracts entered into with the same Purchaser and all or part of Contracts concluded with other Purchasers, whether Belgian or foreign, belonging to the group within the meaning of articles 5 et see, of the Belgian Companies Code to which that specific Purchaser belongs, in such cases, the Contracts determined by the Selfer shall be suspended by mere notice of the Selfer's intention to the Purchaser or the company concerned by registered letter. Suspension is deemed to occur on the day on which the Selfer hands over the registered letter at the post office.

12.6 The Seller, by mere notice of its intention to the Purchaser by registered letter, shall also be entitled in the cases referred to in article 12.1 and without prejudice to its other rights, to object after shipment to the goods being handed-over to the Purchaser even if the Purchaser holds a document without prejudice to its of entitling it to obtain them

13. EXTENDED RETENTION OF TITLE

13. EXTENDED RETENTION OF TITLE

The goods sold remain the property of the Seller until payment in full of the invoices relating thereto even if they have undergone any form of processing. Only actual cashing of cheques and other bills of exchange shall be considered as payment. The risks and custody of the goods pass to the Purchaser when the goods leave the Seller's factories and remain with it during the retention of title period. The Purchaser shall keep the goods to that they remain separate from other goods and are readily identifiable as the property of the Seller's Payments shall be presumed to be identified as being intose delivered by the Seller's invoices corresponding to the Seller's shipping orders shall be presumed to be identified as being those delivered by the Seller's invoices corresponding to the Seller's shipping orders shall be presumed to be identified as being those delivered by the Seller's Intellectual to the intellectual that the Purchaser's cost and risk until it has received payment of the price in full. The Purchaser expressly undertakes not to use process or resell the goods the subject of have on the future Purchasers went if the party or titly delivered material has in the meantime undergone one or more processing operations designed to incorporate it into any construction or assembly. Generally, the provisions of these general terms and conditions of sale shall apply untatils mutands to the deposit consignment agreements by which the Seller places stocks of goods at the Purchaser can take agreed quantities. The Seller reserves the right to inspect the consignment stock at any time without prior notice. Furthermore, should the deposit consignment agreement be rescinded, the Seller faces stocks of goods at the Purchaser can take agreed quantities. The Seller reserves the right to inspect the consignment stock at any time without prior notice. Furthermore, should the deposit consignment agreement be rescinded, the Seller faces stocks of goods at the Purchaser of the seller faces an

All agreements and Contracts are governed by Belgian law. The courts and tribunals of Brussels shall have sole jurisdiction over any disputes. Nevertheless, the Seller reserves the right to bring proceedings as plaintiff or complainant in any other tribunal of competent jurisdiction, and in such a case to waive the application of its own legislation should it see fit.