



All sales by ThyssenKrupp Steel USA, LLC ("Seller") are subject to approval and acceptance by an authorized representative of Seller and are made subject to the following terms and conditions:

Terms & Conditions of Payment:

1. Standard payment terms are net 30 days from the date of the invoice in U.S. dollars. Discounts for payment within a specified time period may be defined as a percentage agreed upon in writing between Purchaser and Seller (i.e., Net 30 days, ½% 10 days). The discount will not apply to transportation charges. All sales are subject to the approval of Seller's credit department.
2. If Purchaser fails to make payment in accordance with the terms hereof or fails to comply with any provision hereof, Seller may at its option, in addition to any other remedies, cancel any unshipped portion of this order, Purchaser to remain liable for all unpaid accounts.
3. In case of late payments, an interest charge will be calculated utilizing the Prime Rate (as printed in the Wall Street Journal) plus 3.5% or the maximum amount permitted by applicable law; whichever is less.
4. Should the financial responsibility of Purchaser at any time become unsatisfactory to Seller, Seller shall have the right to suspend performance of any order or require payment for any shipment hereunder in advance or require satisfactory security or other adequate assurance satisfactory to Seller.
5. Purchaser agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect any past due account.
6. Prices do not include any present or future federal, state, or local taxes based upon or measured by the sale, use, manufacture or shipment of the goods covered hereby. All such taxes shall be for Purchaser's account, and, if paid by Seller, the Purchaser agrees to reimburse Seller on demand the full amount thereof.
7. All obligations of Seller, including without limitation, Seller's obligations with respect to defective goods as set forth below, are subject to Seller withholding any performance (or payment, if applicable) which Seller determines reasonably necessary to fully protect and insure Seller against Buyer's failure to make payment as required hereunder or any other breach or threatened breach of Buyer's obligations hereunder or any other contract between Buyer and Seller.

Title, Risk of Loss

1. Unless otherwise agreed upon in writing by Seller, title to goods and risk of loss shall pass to Purchaser upon tender of delivery at the F.O.B. point specified in writing. All shipping, freight charges and any charges at destination for spotting, switching, handling, storage and other accessorial services, and demurrage, shall be for Purchaser's account. Seller shall have the right to assess storage and handling charge for goods left in Seller's possession after notification to Purchaser that the goods are available to ship. Purchaser shall not have the right to divert such shipment without the permission of the Seller. Unless specified in Seller's order acknowledgment or accepted purchase order, Seller reserves the right to select mode of transportation.

Execution of Delivery, Shipment, Packaging and Cancellation

1. Delivery date shall start with the date of Seller's order confirmation. All delivery periods and dates are conditional based upon Seller's factory conditions at the time of order confirmation.
2. If Purchaser delays with its contractual obligations, Seller is entitled to appropriately extend delivery periods and dates in accordance with the requirements of Seller's production sequences.
3. Seller will not be liable for any claims for labor or for any special, indirect or incidental damages, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery.
4. Seller will deliver the goods packed and protected against rust at the Purchaser's expense. Seller does not accept return of packaging, protective equipment or transport aids.
5. Purchaser shall inspect the goods upon receipt for damage during shipment. Purchaser shall note any shipment damage on the bill of lading or other documentation. To the extent possible, Purchaser shall photograph the damaged goods at the point of receipt and shall use commercially reasonable best efforts to ascertain all relevant facts with respect to such damage.
6. No goods may be returned for credit and no order may be cancelled or changed in whole or in part without the prior written consent of Seller.

Dimensions, weight and grade

1. Unless specifically agreed to in writing by Seller, all goods sold hereunder shall conform to industry standard variations and tolerances such as those described by ASTM International (ASTM), the American Iron and Steel Institute (AISI) and the Society of Automotive Engineers (SAE).

Claims based on defects

1. The goods are in conformity with the contract if they do not deviate from the agreed specification at the time of passage of title and risk. Contract conformity and absence of defects concerning goods are determined exclusively in accordance with the express agreements on quality and quantity of the goods ordered as set forth in Seller's order acknowledgement or agreed upon purchase order.
2. Contents of the agreed specification and any expressly agreed purpose do not constitute a guarantee; the granting of a guarantee requires a written agreement.

3. In the event of an alleged defect, the Purchaser must provide Seller an opportunity to examine the goods alleged to be defective without delay or a sample of the product provided at Seller's request. Documentation (traceability) that ensures that the defective product is, in fact, Seller's product, must be available upon Seller's request. In the event that claims are unjustified, Seller reserves the right to charge Purchaser the freight and transshipment costs as well as the examination costs.
4. In the case of downgraded material, Purchaser shall have no warranty rights concerning such defects which were indicated by Seller.
5. The Purchaser must examine goods upon receipt without delay. Claims based on defects are available only if defects are reported without delay in writing; concealed defects must be reported without delay after their discovery. Purchaser's ability to make claims for defective deliveries ends six months after Purchaser's receipts of the respective product. After an agreed acceptance has taken place, any complaint about defects which should have been discovered in the course of the acceptance procedures is excluded.
6. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

General Restrictions for Liability

1. SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER; (1) THE OBLIGATION TO REPAIR OR REPLACE, AT SELLER'S DISCRETION, ONLY THOSE PORTIONS OF GOODS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON THE SELLER'S ORDER ACKNOWLEDGMENT AT THE TIME OF SHIPMENT FROM THE SELLER'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH GOODS. SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE GOODS IS CONSIDERATION IN LIMITING SELLER'S LIABILITY. Claims must be made promptly following delivery of goods to Buyer and Seller must be given a reasonable opportunity to investigate and cure any nonconformance.

Force Majeure

1. Seller shall not be liable for any failure or delay in manufacture, shipment or delivery of goods resulting from any cause beyond Seller's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, hurricane, flood or other casualty, or acts of God, strike, lockout, or other labor difficulty, riot, war, terrorism, insurrection, shortage or inability to secure labor, raw materials, production or transportation facilities. If due to any of the causes set forth herein, Seller is unable to produce sufficient goods to meet all demands from customers, Seller shall have the right to allocate production among its customers as Seller shall determine in its sole discretion.

Exclusive Terms and Conditions, Modification and Assignment

1. Seller's acceptance of any order is expressly subject to Purchaser's assent to the terms contained herein, and Purchaser's assent and agreement to these terms and conditions shall be conclusively presumed from Purchaser's acceptance of all or any part of the goods ordered. Terms additional to or different from those in these terms and conditions of sale, including but not limited to, terms contained in Purchaser's purchase order, are deemed material and hereby rejected unless otherwise accepted by Seller in writing.
2. The terms and conditions set forth herein and on the face of Seller's acknowledgement constitute the entire agreement between the parties and are intended to be the complete and final statement of the agreement between Purchaser and Seller. All proposals, negotiations, and representations, if any, made prior to the date hereof, whether oral or in writing, are merged and superseded by this agreement, and this agreement may be modified only by a writing signed by the Purchaser and Seller.
3. Purchaser may not assign this agreement without Seller's written consent.

Governing Law; Jurisdiction

1. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama, U.S.A., exclusive of conflict of laws principles and of any principles that would require the application of The United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this agreement. Purchaser irrevocably consents to the jurisdiction of either the Circuit Court of Mobile County, Alabama or the Federal District Court for the Southern District of Alabama.