

TERMS AND CONDITIONS OF SALE (UNITED STATES)

These Terms and Conditions of Sale bind EVRAZ Inc. NA and its divisions and subsidiaries ("EVRAZ") and its customer ("Buyer") regarding the sale by, and purchase from, EVRAZ of steel products (the "Goods") in the United States. EVRAZ shall have no obligation to deliver Goods to Buyer except as set forth in an order acknowledgement (an "Order Acknowledgement"). Buyer agrees that these Terms and Conditions of Sale ("Terms") shall apply to all sales of Goods to Buyer. EVRAZ rejects any terms or conditions that are or may be in addition to or different from any of these Terms, whether set forth in Buyer's purchase orders or otherwise. Acceptance of any of Buyer's orders, and any provision of credit to Buyer, is expressly made in reliance upon Buyer's acceptance of these Terms.

1. **REJECTION OF OTHER TERMS AND CONDITIONS.** These Terms of Sale supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of such Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in Buyer's purchase order or other documents submitted to Seller by or on behalf of Buyer at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Terms of Sale, and are hereby expressly rejected by Seller. These Terms of Sale shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Seller in a writing signed by Seller. Unless otherwise specified, these Terms of Sale shall continue in effect until the expiration of the applicable statute of limitations.
2. **SHIPMENT; TITLE; RISK OF LOSS.** All shipping dates are approximate and not guaranteed. Unless otherwise expressly stated in writing by Seller, title and risk of loss shall pass from Seller to Buyer once the Goods are loaded on the first carrier at Seller's facility, and all claims for loss or damage in transit must be filed against the carrier by Buyer. Buyer shall pay freight, unless prepaid, and shall unload shipments promptly. Any increase in freight rates for shipments, whether prepaid or not, and all demurrage shall be borne by Buyer.
3. **TAXES AND DUTIES.** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or, at the election of EVRAZ, to reimburse EVRAZ upon demand for any such amounts EVRAZ is liable to collect or pay.
4. **Force Majeure.** If performance by EVRAZ of obligations under any Order Acknowledgment is delayed or made impossible or commercially impracticable due to any cause beyond the reasonable control of EVRAZ (including, without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, act of terrorism, delay in transportation, shortage of labor, raw materials, production or transportation facilities, labor difficulties involving employees, subcontractors or suppliers of EVRAZ or others, or other contingencies of manufacture or shipment), EVRAZ shall have such additional time within which to perform under an Order Acknowledgment as may be reasonably necessary under the circumstances. If EVRAZ is unable to produce sufficient Goods to meet all demands from customers and internal uses, EVRAZ shall have the right to allocate production among its customers and plants in any manner EVRAZ may, in its sole discretion, determine to be equitable.
5. **SECURITY.** EVRAZ may require Buyer to provide satisfactory security for the purchase price of Goods. Failure to provide such security entitles EVRAZ to defer any further shipments until such security is provided or to cancel any Order Acknowledgment or so much of it as remains unperformed.
6. **WARRANTY.** UNLESS THE GOODS ARE SUBJECT TO AN EXPRESS LIMITED WARRANTY PROVIDED BY SELLER, THE GOODS ARE SOLD "AS IS, WITH ALL FAULTS", WITHOUT RECOURSE, AND SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CONDITIONS OR WARRANTIES OF OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF PROVIDED, LIMITED WARRANTIES MAY BE FOUND AT www.EVRAZNA.com/ProductTCSale.asp.
7. **LIMITATION OF REMEDY AND LIABILITY.** IF THE GOODS ARE SUBJECT TO A LIMITED WARRANTY PROVIDED BY SELLER, THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE GOODS TO CONFORM TO THE APPLICABLE WARRANTY SHALL BE LIMITED TO REPAIR, REPLACEMENT OR REFUND OF PURCHASE PRICE (AT SELLER'S OPTION). IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL.
8. **PAINT, COATING AND BLAST WARRANTY DISCLAIMER.** If provided, limited warranties do not extend to any paint, coating or blast services purchased from a third-party vendor through EVRAZ. All such services are covered solely by their respective vendors' limited warranties, if any.
9. **CONFIDENTIALITY.** Any sketches, proposals, models, samples or other information furnished by EVRAZ are intended for confidential use by Buyer, shall remain the property of EVRAZ, and shall not be disclosed or used by Buyer without the express written consent of EVRAZ. The sale of Goods to Buyer in no way conveys to Buyer any right to use any intellectual property of EVRAZ.
10. **CANCELLATIONS; RETURNS.** Goods cannot be returned, and orders accepted by EVRAZ cannot be cancelled or altered, except as agreed to by EVRAZ in writing.
11. **BUYER'S INDEMNITY.** Buyer shall indemnify EVRAZ from all claims, losses, damages, costs and expenses (including, without limitation, attorney's fees, expenses and costs in defending any action) which EVRAZ incurs as a result of any claim by Buyer or third parties arising out of specifications supplied by Buyer to EVRAZ.
12. **PAYMENT; SHORTAGES.** Buyer agrees to pay all amounts when due. A service charge shall accrue at the rate of 1.5% per month (or the maximum rate allowed by law, if lower) on all past due accounts which have not been disputed in good faith prior to the due date and resolved by EVRAZ and Buyer, each acting reasonably, within ten (10) days after such due date. Buyer shall pay any costs incurred by EVRAZ in collecting past due amounts, including reasonable attorney's fees, costs and expenses. Any claim for shortage of Goods must be made in writing to EVRAZ within five (5) days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance.
13. **U.S. EXPORT CONTROLS.** Buyer shall comply with all applicable export controls of the United States, including, without limitation, 10 CFR Part 810, the U.S. Export Administration Regulations anti-boycott provisions (15 CFR Part 760), and the Internal Revenue Code provision (26 USC 999) prohibiting support for certain trade boycotts not endorsed by the U.S. government. Buyer agrees that no direct or indirect transactions, including, without limitation, the exportation of Goods, will take place between Buyer or its authorized transferees and any person or entity residing in any country sanctioned by the U.S. government, or any foreign national who is a citizen of any such sanctioned country, without the appropriate U.S. government license and written permission from both Buyer and EVRAZ. Buyer agrees to reasonably assist EVRAZ in compliance with all applicable export controls and shall indemnify EVRAZ from all claims, losses, damages, costs and expenses (including reasonable attorney's fees, expenses and costs) related to any action arising from Buyer's failure to comply with this paragraph 13.
14. **GOVERNING LAW, JURISDICTION AND VENUE.** These Terms shall be governed by the internal laws of the State of Illinois without reference to conflict of laws principles. Buyer and EVRAZ consent and submit to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction in the county in which the EVRAZ facility providing the Goods in dispute is located.
15. **Buyer agrees that it shall not offer or provide cash, cash equivalents or any other item of value directly or indirectly to any government official for the purpose of influencing any act or decision in connection with the purchase or resale of products ordered from Evraz. Buyer further warrants that its officers, employees, and agents shall comply with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq. ("FCPA"), the United Kingdom Bribery Act ("UKBA"), and any other similar anti-corruption legislation in any applicable jurisdiction where EVRAZ or the Buyer do business. Buyer acknowledges that any violation of the FCPA, UKBA, or Applicable Anti-corruption Law shall be grounds for immediate termination of this agreement without fault to EVRAZ.**
16. **MISCELLANEOUS.** These Terms of Sale shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. Buyer shall not assign its rights or obligations under these Terms of Sale without Seller's prior written consent. Any assignment except as permitted herein shall be null and void. No waiver of any provision of these Terms of Sale by Seller will be valid unless the same is in writing and signed by Seller. Seller reserves the right to unilaterally modify or amend any portion of these Terms of Sale at any time without prior notice effective immediately upon posting at the EVRAZ website (www.EVRAZNA.com/ProductTCSale.asp). The current version of these Terms of Sale and any modifications or amendment supersede all prior versions of these Terms of Sale. The most current version of these Terms of Sale may be found at the EVRAZ website (www.EVRAZNA.com/ProductTCSale.asp) and is available upon request.
17. **JURY WAIVER.** THE PARTIES, EACH HAVING HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THESE TERMS, ANY ORDER ACKNOWLEDGEMENT OR ANY ASSOCIATED TRANSACTIONS BETWEEN THE PARTIES.