

1 General terms and conditions

1.1 These terms and conditions shall apply upon Contract. Additions or amendments to these terms and conditions shall only apply to the extent this is stipulated in a written Contract.

1.2 The commercial terms used shall be interpreted according to the Incoterms published by the International Chamber of Commerce, referring the edition and supplements (if any) valid at the time of signing of the Contract.

1.3 The term "Service" refers to an activity or function, with or without delivery of Material, ordered by the Buyer to be provided by the Supplier. Unless otherwise stipulated in a Contract, this term encompasses equipment and tools necessary to carry out the Service.

1.4 The term "Material" refers to products that the Supplier shall contractually deliver in combination with the Service.

1.5 The term "Delivery" refers to the Service including the Material, documentation, drawings and written instructions necessary in accordance with the Contract.

1.6 The term "Work site" refers to the site within the Buyer's facility where the Service will be performed, along with adjoining areas for transport, unloading and storage of any Material, tools, or other equipment.

1.7 Any and all SSAB Affiliates shall at all times be entitled to refer to this Contract when ordering Material or Services from the Supplier. The Supplier hereby accepts that this Contract in whole shall then be applicable to such orders. For the purposes hereof, "SSAB Affiliate" shall mean any legal entity which, directly or indirectly, is wholly owned or controlled by SSAB AB. All SSAB Affiliates accede to this Contract as an independent party to the Supplier. For avoidance of any doubt the SSAB Affiliate entering to a specific sub-contract under this Contract shall be solely responsible for such contractual obligations.

1.8 All sub-suppliers that may be used by the Supplier for the Delivery has to be approved by the Buyer in advance. The Supplier shall be responsible for the Delivery of its sub-suppliers as for its own supply.

1.9 In order to be valid, all changes of scope, function, guarantee, Delivery date, quantity, price and other terms and conditions shall be agreed in writing prior to the change of Delivery. If the Delivery has been limited by request of the Buyer, the parties shall agree upon a change of the terms and conditions that reflects the impact of that limitation. The Supplier cannot charge the Buyer for a change of Delivery, unless that change has been agreed in writing in advance.

2 Drawings and descriptions

Drawings, models, and technical documents that one party submits to the other shall remain the property of the submitting party.

Without consent from the opposite party,

- the Buyer's drawings etc. may only be used, copied, or reproduced by the Supplier for internal use in conjunction with bids or deliveries to the Supplier.
- the Supplier's drawings etc. may only be used, copied, or reproduced by the Buyer to the extent necessary for inspection of the Delivery or part thereof, for installation of delivered Material or for its proper usage and maintenance (including ongoing repairs) and for the manufacture of spare parts for the Buyer's own requirements.

A party that has received drawings etc. for review shall submit comments to the other party without delay; however, not later than within three weeks of reception. Otherwise, drawings etc. shall be considered to be approved.

Review and approval do not entail any limitation of the other party's liability for faults, discrepancies in performance, etc.

3 Material etc. provided by the Buyer

If the Buyer provides material, equipment, tools, measuring devices, models etc., the Supplier shall provide the Buyer with an acknowledgement of receipt immediately upon receiving the same. Anything supplied as aforesaid shall, unless stored separately, be identified as the property of the Buyer by means of

marks, signs or similar notices. It shall be subject to reasonable supervision and care by the Supplier until a final account has been rendered.

4 Material handling

Unless otherwise stipulated in the Contract, the Supplier is accountable for unloading, handling and interim storage of Material, equipment and tools arriving in conjunction with the performance of the Service.

5 Inspection

5.1 The Supplier is responsible for and will pay for necessary quality inspections in accordance with the standards that are generally applied in the relevant industry.

5.2 For monitoring of the Supplier's inspection procedures, the Buyer has the right, after reasonable advance notice, to perform requisite examinations. The Supplier must still extend this right to the Buyer even when the Supplier has outsourced the Service or parts of the Service to a subcontractor. Such oversight does not entail any limitation of the Supplier's liability.

6 Coordinating manager and coordination schedule

6.1 The Buyer shall serve as the coordinating manager for Services that are performed at the Buyer's facility.

The coordinating manager is responsible for establishing a coordination schedule. This shall be adapted to the master schedule.

6.2 The Supplier is in relation to the Buyer responsible for the working environment for its own staff, and for sub-suppliers engaged by the Supplier. Each party shall provide the coordinating manager with all necessary information for the establishment of a coordination plan. Each party shall be responsible for acquiring and submitting all

required information from its own sub-suppliers.

7 Representatives

Both the Buyer and Supplier shall appoint representatives. A representative is understood to be a representative of the party who during the period from the beginning of the Service through to final Delivery is authorized to make decisions for the party in issues pertaining to the activity and assignment.

8 Time for Delivery; Delay in Delivery

8.1 Unless otherwise stated in the Contract, any time mentioned therein shall be calculated starting from date of Contract signature.

Any changes in or additions to the agreed design shall only give rise to a right to postpone Delivery where the parties have so agreed in writing.

8.2 A delayed submission of documentation, drawings, and written instructions that the Buyer requires in order to put the Service into use will serve to qualify the Delivery as late.

8.3 If the Supplier finds that he will be unable to keep the agreed time for Delivery, or if a delay seems probable, he shall promptly notify the Buyer of this delay in writing, stating the reason for the delay and the estimated time when Delivery can be made. But such notice shall not release the Supplier from any liability in respect of the delay.

8.4 "Delay in Delivery" means failure to make Delivery (or partial Delivery) on time, provided that such failure is not due to any act or omission on the part of the Buyer and that the Supplier is not entitled to release from liability in accordance with section 16 on force majeure.

8.5 The Buyer shall be entitled to liquidated damages in the event of

a delay on the Supplier's side. For each week, or fraction of a week, that the delay endures, the damages shall amount to 2% of the Contract value.

In frame agreements the Contract value shall be calculated based on the aggregate of purchases between Buyer and the Seller during the last twelve (12) months.

If the Contract is cancelled on account of the Delay in Delivery, liquidated damages pursuant to the preceding paragraph shall be payable up to the time of cancellation.

8.6 If the Delay in Delivery exceeds or obviously will exceed one-third of the agreed period for Delivery or (regardless of the length of such period) four months, the Buyer shall be entitled to cancel the Contract on account of the delayed Delivery. If the Delivery is to take place on different dates and there is such a connection between the deliveries that the Buyer would face a significant inconvenience by having to retain only a partial order, he may cancel the Contract in its entirety.

8.7 Where the Buyer has a right to cancel pursuant to clause 8.6, he is also, whether he takes advantage of the said right or not, entitled to unliquidated damages.

8.8 With regard to cancellation and unliquidated damages, reference should be made also to section 17.

8.9 The title to the Material and any documentation, drawings etc. shall pass to the Buyer upon delivery. The Supplier shall have no right of retention of title or ownership to or withdrawal or repossession of the Material after it has been delivered to the Buyer in accordance with the Contract.

9 Regulations

9.1 Government regulations
The Service shall be provided in accordance with the laws and

regulations applicable within the EU as well as the binding regulations and instructions from authorities, as are applicable or determined at the time of the signing of the Contract, unless the regulations set forth in the Contract itself prove more stringent.

9.2 Local regulations

The Supplier must follow all local safety regulations applicable for the Delivery, such as procedure, working methods, safety equipment, etc. It is the Supplier's responsibility to ensure that the Supplier's personnel and subcontractors are kept updated and act in accordance with the routines and instructions prevailing at the given Work site.

10 Guarantee, Delivery faults

10.1 The Delivery shall be in conformity with the stipulations of the Contract with respect to specifications, design, performance, quantity, quality, other properties and packaging and otherwise possess such characteristics as the Buyer reasonably could expect on the basis of law and generally recognized industry standards.

Any deviation to the detriment of the Buyer from the standards indicated above constitutes a fault in the Delivery.

A fault is considered to incur liability provided that it appears within the guarantee period defined in clause 10.2, that it is not excluded according to clause 10.3 and that notice of complaint has been given pursuant to clause 10.4. If a fault incurs liability, there are prerequisites standing for the consequences that ensue, first and foremost an obligation to remedy the fault, as indicated in clauses 10.5 and 10.6.

If the parties have agreed to perform special performance testing, the terms and conditions in section 11 below shall also apply.

10.2 With the exceptions stated below, the Supplier is only responsible for faults that appear within a period 24 months counted from the date of Delivery, unless the Supplier has acted in bad faith.

If the Delivery, or any part thereof, has been unavailable for use on account of a relevant fault, the guarantee period shall be extended by the duration of such unavailability.

10.3 The Supplier shall not be liable if a fault is due to any of the following, namely:

- Any design indicated, material supplied or work done by the Buyer suffers from some deficiency, provided that the Supplier has made a written reservation with respect to the defect as soon as he (e.g. by studying any drawing or technical document supplied) has discovered, or could reasonably have discovered, the deficiency.
- The Buyer has acted contrary to the Supplier's reasonable instructions or in an obviously incorrect manner.

10.4 If the Buyer wishes to assert the consequences of a fault, he must submit written notification of the fault to the Supplier without unreasonable delay after the appearance of the fault.

10.5 If a fault incurs liability, the Supplier is obligated to remedy the fault at his own expense.

10.6 If the Supplier fails to promptly remedy any fault that has incurred his liability, the Buyer shall be entitled to set a reasonably brief deadline by which the Supplier must remedy the fault. If the Supplier fails to do so, the Buyer may at his discretion either have the fault remedied at the risk

and expense of the Supplier or make such reduction of the price as corresponds with the fault. If the fault is substantial, the Buyer may, if he so prefers, instead cancel the Contract and/or claim unliquidated damages.

10.7 With regard to cancellation and unliquidated damages, reference should be made to section 17.

11 Specific agreements on performance; Deviations therefrom

11.1 If the parties have agreed to carry out a special test ("performance test") of the performance requirements specified in the Contract (such as capacity, energy consumption, or reliability), then the terms and conditions of this section shall apply. A performance test shall only be approved if it shows that all contractual performance requirements are simultaneously attained.

11.2 In the event that there shall be established at performance testing any deviations from the contractual performance requirements, then the Supplier shall without delay and at his own expense remedy such deviations in compliance with the terms and conditions of section 10 applying to faults in the Delivery.

11.3 If the parties have agreed that liquidated damages are to be payable in the event deviations are established at performance testing, then such liquidated damages shall not collectively exceed 10 per cent of the Contract price ("maximum liquidated damages") unless otherwise agreed.

11.4 If the values observed in the course of the performance test are such as to give rise to maximum liquidated damages, the Buyer may cancel the Contract.

11.5 Where the Buyer has a right to cancel pursuant to clause 11.4, he is also, whether he takes advantage of the said right or not, entitled to unliquidated damages.

11.6 As regards cancellation and unliquidated damages, reference is made to section 17.

12 Patents etc.

Even when the Buyer has himself prescribed a particular design or solution, the Supplier guarantees that the Service will not lead to any infringement on patents, trademarks or similar protective rights. If the Supplier shall be in breach of this guarantee, he shall be fully liable to the Buyer, without the limitation set out in the first paragraph of clause 17.3 below, for any loss or damage resulting from such breach. The Buyer shall be entitled to cancel the Contract if such breach is of material importance to the Buyer and is not promptly remedied by the Supplier.

13 Price etc., Default in payment

13.1 Prices are stated inclusive of packing but exclusive of value added tax.

13.2 Unless otherwise agreed in writing, prices are fixed and shall not be varied, e.g. by escalation or on account of currency fluctuations.

Where a variable price has been agreed, late or early Delivery shall not by the application of any price clause result in a higher final price than the one due if Delivery had been made on time.

13.3 Changes in or additions to contractual implementation shall justify a price change only when and where this is agreed upon in writing.

13.4 The Supplier shall provide security if the payment of an advance has been agreed. In this

case and when the parties have otherwise agreed on security, the latter shall take the form of a bank guarantee issued by a bank in Buyer's country or some other reasonably acceptable security.

13.5 Payment shall be made against invoice. Payment terms shall be calculated from date of invoice receipt or, if the invoice refers to a particular Delivery or particular partial Delivery which takes place later, from the date of Delivery.

The term for payment shall be 60 days, unless otherwise agreed.

13.6 If the Buyer defaults on any payment, the Supplier shall be entitled to interest at the rate prescribed by law.

14 Insurance

Unless otherwise stipulated in the Contract, the Supplier must obtain and pay for installation insurance and general liability insurance according to the standard terms and conditions of the country where the Work site is located. Before installation can begin, the Supplier must provide the Buyer with proof of insurance issued by the insurance provider or insurance broker, showing the following information: insurance policy holder, insurance provider, insured business, geographical scope of the insurance, insurance caps, including sub-limits, insurance period and deductibles.

14.1 Installation insurance

Installation insurance shall apply to the Supplier and his subcontractors in all phases. Installation insurance shall apply to the Work site. Up to the time of handover, the installation insurance must cover the property that has been supplied and taken-over - and work completed by the insured party.

The installation insurance must also include installation

equipment and the property of employees. The installation insurance shall apply up to an amount corresponding to the value of all deliveries to be made by the insured party. The Supplier shall be accountable for the deductible stated in the installation insurance unless the Buyer is at fault.

The insurance provider shall not direct any right of recourse to the Buyer, auxiliary supplier or any of the insured parties. Supplier's insurance must be an all risk installation insurance policy.

14.2 General liability insurance

The Supplier shall keep liability insurance policy on standard industry terms and for a sufficient amount of coverage. The liability insurance shall cover personal injury and material damage and shall include product liability insurance. The liability insurance shall also cover losses for downtime and capital losses caused by injury or material damage.

15 Party insolvency

If a party shall cease generally to pay his debts or there is otherwise reasonable cause to believe that he is insolvent and if he fails to provide a bank guarantee issued by a bank in Buyer's country or some other reasonably acceptable security for the performance of the Contract without undue delay after having been requested by the other party to do so, then such other party shall be entitled to cancel the Contract.

16 Force majeure

16.1 Any of the following events shall be regarded as an event of force majeure if such intervenes after the Contract is entered into, or prior thereto if the consequences thereof were not then foreseeable, and if thereby any act in the performance of the

Contract is prevented or rendered unreasonably burdensome to the affected party, namely: strikes, lockouts or other forms of industrial action as well as occurrences beyond the control of the parties, such as natural catastrophes, fire, war, mobilization, military call-ups on a scale comparable to mobilization, requisitioning, embargoes, currency restrictions, insurrection, riots, strikes, power restrictions or in case deliveries from subcontractors are in fault or delayed due to any such occurrence.

The party directly affected by the force majeure shall promptly notify the opposite party thereof in writing.

The party directly affected by the force majeure shall be relieved from the duty to carry out the measures referred to in the first paragraph until the time when such measures are again reasonably feasible. But if the party has failed promptly to give written notice pursuant to the second paragraph, he shall only be relieved from the time when notice is in fact given.

16.2 When the force majeure has come to an end, the other party shall be notified thereof and also, if possible, be informed when any postponed act will be done.

16.3 Where a party is relieved from performing the Contract on account of force majeure during an extended period (whose length shall depend on the circumstances, but normally not be less than three months) and it may be assumed that the Contract cannot without substantial inconvenience to either or both parties be performed later, then a party with regards to whom such assumption may be made shall be entitled to cancel the Contract.

17 Terms and conditions common to certain remedies

17.1 Cancellation according to these conditions shall be effected by means of a written notice to the other party.

17.2 In case the Contract is cancelled pursuant to these conditions any and all acts made prior to cancellation in performance of the Contract shall be reversed and returned to the performing party. The Buyer shall, however, be entitled and obliged to accept Deliveries already supplied to the extent such is free from faults and is capable of being used by the Buyer without significant modifications. For Deliveries so retained, the Supplier shall be credited a reasonable amount determined under due consideration of the Contract price.

17.3 Unliquidated damages payable pursuant to these conditions shall be determined in accordance with law, but shall not collectively exceed twice the Contract price. From any sum payable by way of unliquidated damages, there shall be deducted any sum paid by way of liquidated damages on account of the same circumstances.

18 Prevention of damages

It is incumbent on each party to take all necessary steps to prevent the occurrence of damage and to mitigate losses, provided that he can do so without unreasonable cost or inconvenience.

19 Compliance with Laws, Safety and SSAB Supplier Sustainability Policy

19.1 Supplier warrants and agrees that all Material and Services furnished shall comply with all applicable federal, provincial, state and local laws and regulations in force at the time of Delivery and/or performance including, without limitation, with all applicable

occupational safety and health and environment laws and regulations.

19.2 Supplier shall have complete control and responsibility for the safety and health of its employees and sub-suppliers while engaged in the performance of the Services at SSABs sites. Supplier shall obtain all necessary permits and/or licenses and give all necessary notifications for the supply of the Material and/or performance of Services.

19.3 The Supplier agrees that it will perform the work under any order from SSAB in conformity with SSAB's Supplier Sustainability Policy (available at www.SSAB.com). SSAB actively supports the UN Global Compact's principles and we encourage our suppliers to align with the same principles (available at www.unglobalcompact.org). SSAB, or a third party assigned by SSAB, reserves the right to conduct reviews of our suppliers or on-site audits to ensure compliance with SSAB's Supplier Sustainability Policy. Supplier agrees to cooperate in order to facilitate such reviews or audits. SSAB also expects the Supplier, within its sphere of influence, to monitor its own suppliers for commitment to environmental and social responsibility.

20 Applicable law and Arbitration

20.1 The Contract shall be interpreted and applied according to Swedish law without regard to its conflict-of-laws rules and except that the International Sale of Goods Act shall not apply.

20.2 Disputes arising as a result of this Contract shall be finally settled by arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. If the disputed amount does not exceed SEK 1 million, the dispute shall be settled according to the

Arbitration Institute's rules for expedited arbitration. Unless another location is agreed upon by the parties, arbitration proceedings shall take place in Stockholm, Sweden.

20.3 If the Buyer is legally domiciled in Finland, the Contract shall be interpreted and applied according to Finnish law without regard to conflict-of-laws rules and except that the International Sale of Goods Act shall not apply.

20.4 If Finnish law applies, disputes arising as a result of this Contract shall be finally settled by arbitration according to the Arbitration Rules of the Finland Chamber of Commerce. If the disputed amount does not exceed SEK 1 million, the dispute shall be settled according to the Rules for Expedited Arbitration of the Finland Chamber of Commerce. Unless another location is agreed upon by the parties, arbitration proceedings shall take place in Helsinki, Finland.

20.5 Notwithstanding clauses 20.3 and 20.4 if several SSAB Affiliates have entered into this Contract and they are legally domiciled in more than one country, clauses 20.1 and 20.2 will apply instead of clauses 20.3 and 20.4.

21 Confidentiality

The Parties shall keep confidential and shall not disclose at any stage to any third parties any confidential information received from the other party or otherwise learned in connection with Contract or orders made under the Contract including any arbitral material and award without the prior written consent of the other party. The Supplier shall not use confidential information received from Buyer for any other purposes than the fulfilment of its rights and obligations under the Contract or orders made under the Contract.

22 Sanctions Clause

22.1 Each Party represents, warrants that:

(a) neither it nor any of its subsidiaries (collectively, the "Company") or directors, senior executives or officers, or to the knowledge of the Company, any person on whose behalf the Company is acting in connection with the Contract, is an individual or entity ("Person") that is, or is 50% or more owned or controlled by, a Person (or Persons) that is the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), Switzerland, Her Majesty's Treasury or other applicable sanctions authority (collectively, "Sanctions") or based, organized or resident in a country or territory that is the subject of comprehensive (i.e., country-wide or territory-wide) Sanctions (including, as of the date of signature of this contract, Crimea, Cuba, Iran, North Korea and Syria) (a "Sanctioned Country") (collectively, a "Sanctioned Person");

(b) no Sanctioned Person has any beneficial or other property interest in the Contract nor will have any participation in or derive any other financial or economic benefit from the Contract, and

(c) it will not use, or make available, the service, material or purchase price (as applicable) provided by the other Party in terms of the Contract to fund or facilitate any activities or business of, with or related to any Sanctioned Country or Sanctioned Person, or in any manner that

would result in a violation of Sanctions; and

(d) it will not engage or employ, or present or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of material, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company, of which there are, in each case, directly or indirectly, Sanctions; and

(e) it will not furnish to the other party, material that has been sourced, directly or indirectly, in whole or in part from a country, state, territory, region, incorporated entity, natural or other legal person that is directly or indirectly target of Sanctions; and

(f) to the best of its knowledge, it will, including anyone acting on their behalf, comply with any applicable import and export laws and regulations and licensing requirements such as but not limited to the International Traffic in Arms Regulations ('ITAR') and the United Kingdom Export Control Act.

22.2 If a party is in breach of this clause, the other party may (without incurring any liability of any nature to the other party whatsoever) terminate or suspend all or any part of the Contract with immediate effect by notice to the other party. The defaulting Party shall be liable for any direct costs, liabilities and expenses incurred by the non-defaulting party due to them exercising their rights under this clause, provided that such costs, liabilities and expenses involving any fines or penalties are solely attributable to the defaulting party's actions and no other cause. Any exercise by the party of its right under this clause shall be without prejudice to any other rights or remedies of the

other party under the Contract. However, neither Party shall be liable for indirect or consequential damages.

23 Other provisions

If the Supplier is in material breach of this Contract, for example in the event of non-compliance with delivery time, function, implementation, regulations and instructions regarding safety, sanction clause, etc. the Buyer shall have the right to cancel the contract with immediate effect. For the sake of clarity, the Supplier is deemed to be in material breach of the Contract when he is in breach of Section 19.

If the work is performed in Finland the supplier shall comply with the requirements set out in the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006 as amended) and the Act on Posted Workers (447/2016 as amended). Buyer has the right to terminate the Contract with immediate effect, if Supplier does not comply with the statutory requirements set out in the previously mentioned laws or Supplier does not give without undue delay the necessary accounts and/or information or they are evidently incorrect or inadequate.