The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"). SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party" subject to the following:

1. Governing Terms and Conditions: The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or communications, oral or written, between SSAB and Buyer. If this Order Acknowledgement constitutes an acceptance of Buyer’s order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer’s acceptance of and assent to these terms and conditions and Buyer will be deemed to have accepted the terms and conditions set forth in the Order Acknowledgement. If this Order Acknowledgement should be deemed to be non-conforming Goods, or Buyer rejects any of the Goods for any reason, SSAB shall have the right to refuse to perform any such amounts SSAB is liable to collect or pay.

5. Delivery, Title and Risk: Unless otherwise expressly provided on the face of this Order Acknowledgement, title to the Goods shall pass to Buyer at the time of delivery under this or any other contract between Buyer and SSAB. Buyer shall assume all risk of loss with respect to the Goods from and after the time of such delivery including, without limitation, while Goods are in transit. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If Buyer rejects any of the Goods for any reason, SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB as a result of any such action or suit.

10. Assignment: Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, to any affiliate of SSAB. If Buyer assigns any of its rights under this Contract without the prior written consent of SSAB, Buyer assigns any provision for the future or any other provisions of this Contract unless the waiver expressly states otherwise. The validity of any provision hereof shall not affect the validity of the remaining provisions of the Contract as a whole.

18. Waivers: No waiver of any provision of this Contract shall be: (a) implied in writing and any written consent of SSAB to any breach of this Contract shall be an express written consent of SSAB. SSAB may at any time, at its option, either (a) replace such non-conforming Goods; or (b) repudiate or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods on their return. If Buyer repudiates any Goods or if Buyer returns any such Goods to SSAB, SSAB shall be Buyer’s exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. In no event shall SSAB’S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER’S CLAIM.

19. Security: SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB’s security interest shall constitute a purchase money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB will give Buyer the right to inspect any Goods at any time, upon reasonable notice and at Buyer’s expense. Buyer will not alter any Goods without the written consent of SSAB. SSAB may at any time, at its option, either (a) replace such non-conforming Goods; or (b) repudiate or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods on their return. If Buyer repudiates any Goods or if Buyer returns any such Goods to SSAB, SSAB shall be Buyer’s exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. In no event shall SSAB’S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER’S CLAIM.

20. Governing Laws: Any suit or proceeding must be brought in a court of competent jurisdiction in the State or Province in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located.

22. Right of cancellation: SSAB may at any time, at its option, cancel the Contract with respect to any non-conformity of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. In no event shall SSAB’S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER’S CLAIM.

24. Governing Laws: Any suit or proceeding must be brought in a court of competent jurisdiction in the State or Province in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located.

25. Governing Laws: Any suit or proceeding must be brought in a court of competent jurisdiction in the State or Province in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the plant site is located.