The seller described on the face of this Order Acknowledgement (“SSAB”) agrees to sell the goods (“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 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, and no other terms or conditions and the provisions contained herein shall be made or changed except by a written instrument signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision. The following shall apply to all Orders placed on this Order Acknowledgement (excluding other non-conforming Goods) in accordance with paragraph 12 below, whereby the buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.

2. Payment: Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB’s price in effect for Goods at the time of shipment of Goods to 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 alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.

4. Force Majeure: If SSAB’s performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB’s reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation or raw materials or other unforeseen circumstances beyond the reasonable control of SSAB’s suppliers or subcontractors), SSAB shall have the right to extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.

5. Time of Delivery: The shipping dates quoted on the face of this Order Acknowledgement are approximate in all cases and shall be subject to SSAB’s reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.

6. Routing and Freight Charges: Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spooling, storage, stamping or other similar operations shall be paid for by Buyer. If Buyer’s failure to perform any of its obligations under this Order Acknowledgement as being included in the purchase price shall be Buyer’s responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.

7. Payment: Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.

8. 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 in any Goods covered by this security interest is not subject to any security interest other than those expressly described herein or remedies SSAB may have. Upon SSAB’s request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.

9. Default: If Buyer fails to make payment in full for Goods within the time period set forth above or within any longer time period not expressly required or specified by SSAB, and shall without prejudice to any other rights or remedies provided for under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.

10. Warranty and Disclaimer: SSAB expressly warrants that, at the time of delivery, Goods furnished to the buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any and all agreements and modifications as the parties may agree upon in writing, neither as to quality or fitness of the Goods, written ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability: In NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED 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.

12. Governing Law, Venue and Jury Trial: The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State or Province’s law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that 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, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

13. Compliance of Laws and Government Requirements: SSAB agrees to comply with all applicable State, Federal, and local laws, rules and regulations and agrees to the stipulations and regulations required thereby, including, without limitation, SSAB’s representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order, and, as required by law, all other applicable laws and regulations of the states in which SSAB’s properties are located. SSAB and Buyer further agree that if, at any time during the period of this Contract, or following the delivery of any Goods hereunder, a law or government requirement is enacted, promulgated, adopted or amended which materially affects the performance of this Contract, the Parties will reasonably attempt to modify such Contract to the extent permitted by law to avoid any breach of such Contract or to avoid such damages or penalties which would otherwise result therefrom. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices. It is the responsibility of the Buyer to determine the appropriate export regulations should the steel supplied under this contract or purchase order, whether or not fabricated by the purchaser, be exported.