

# General Business Conditions of the Company

## ArcelorMittal Gonvarri SSCSlovakia, s.r.o.

company ID number: 35 857 749 (hereinafter referred to as "the Company")

### 1/ USE

These General Business Conditions (hereinafter referred to as "the BOC") apply to each Contract of Purchase in order to sell goods by the Company, except for applicable changes with expressed and written approval of the both parties, and they form an inseparable part of the Contract of Purchase. These BOC cancel and replace any previously issued document of our customers or our own document of the same character and scope.

The Contract is considered to be complete after issuing our final confirmation on acceptance of the order. If we have not used any of the below mentioned statements, it does not mean we have waived it. Total or partial invalidity of any of the below mentioned statements shall not affect validity of other statements.

### 2/ ORDERS

Orders delivered to our dealers or representatives or orders accepted by them, as well as orders addressed directly to our offices are binding for us only in case of our written confirmation. Our goods is manufactured and delivered with tolerance for dimensions and weight in accordance with valid European standards /EN/, whereas the Buyer is, by all means, obliged to pay the price corresponding to the delivered quantity.

### 3/ PRICE

Our prices correspond to the goods weighed out in the moment of its departure from the SSC and are determined based upon agreements, orders, contracts and price lists

effective on the day of concluding the business, whereas the delivered quantity is specified in the delivery note and the invoiced quantity is specified in the invoice. Weight of the package is included in gross weight of the product.

### 4/ TERMS

In consideration of our production limits and with the exception of our explicit approval of guaranteeing the term specified in the confirmation of the order acceptance, the given delivery terms do not bind us firmly to deliver the goods on the given day. Delay in delivery cannot give the Buyer reason for his request to be compensated for damage by us.

### 5/ DISPATCHING

Dispatching shall be carried out in accordance with the conditions specified in our confirmation of the order acceptance. Dispatching can be realized only in case the Buyer has settled all his liabilities towards us. **Actions resulting from the Contract on Transport shall lapse after the one month period from the goods delivery.**

### 6/ DELIVERY – TRANSFER OF RISKS

Except for the case in which the parties agreed otherwise about delivery conditions in the confirmation of the order acceptance, the sold goods is delivered to our factories or to factories or warehouses of our suppliers, where it was produced or manufactured.

Risk of loss or damage is transferred to the Buyer upon delivery **independently on conditions. If the Buyer does not accept (unload) the goods neither after the AMG company call, the company is obliged to charge the Buyer with a contractual penalty in the amount of the goods value.**

### 7/ RESERVATION OF OWNERSHIP

The sold goods is transferred into the Buyer's ownership after the complete payment of its price. However, responsibility for the goods bears the Buyer who accepts the goods as soon as it is available for him and obliges himself to store it so that it could be acknowledged as our property, i.e. it remains in unchanged condition. In case of non-payment within maturity date we reserve right to exact the delivered goods, whereas returning of the goods shall be done at the Buyer's expense and risks. Our right to exact payment for the goods in kind may be executed up to the amount of the unpaid sum, with no difference, from all the goods sold by us, which is still in the Buyer's ownership and/or from the property of the same kind and quality in the Buyer's ownership. In case that the Buyer has already sold the goods, our right of exaction is automatically converted to the price or part of the price that remained outstanding, due in securities, or not compensated by the overdraft account between the Buyer and the new purchaser.

### 8/ PAYMENT

The goods is due within 30 days from the day of its dispatching, unless otherwise agreed.

This due period is not applied if the Buyer uses a payment schedule. In such case the payment shall be realized by bank transfer before its dispatching. Non-payment of one part of the price within the due period may have the following results (without reminder):

The outstanding sum shall be immediately increased by penalty in the amount of one and half multiple of the commercial interest rate. This penalty is added in after sending our reminder. The Buyer is obliged to pay all expenses caused by non-payment, particularly bank fees, expenses connected with exaction of the payment and postage stamps. All outstanding Buyer's sums become also immediately due, even though they are subject to the accepted promissory notes. We shall have right to immediately suspend or terminate all contracts of purchase concluded with the Buyer 24 (twenty four) hours after receiving registered letter with confirmation of our intention to interrupt or back out of these contracts, whereas the previously paid partial payments remain in our ownership definitely. If the Buyer's situation considerably changes or becomes disadvantageous (insolvency, death, transformation or disorganization of the company, sale, investment of the company or takeover

of the company in any form, settlement upon mutual agreement), we reserve the right to back out of all or chosen concluded contracts of purchase. If the Buyer is not able to submit documents or guarantees in any form (or other action) that shall guarantee payment of the outstanding sum, particularly by a third person, the payment shall be considered unpaid.

### 9) RESPONSIBILITY – GUARANTEE

Within the wear tolerance we guarantee that our products are identical with specifications **approved on the reverse side of confirmation on the order acceptance**, and provided that the Buyer did not set his requirements, they agree to our standard catalogue specifications corresponding to our production assortment as of this day. Unless otherwise agreed, the products are delivered in terms of the relevant European standards. Protection of the goods by passivation, oil, etc. serves only to prevent it from corrosion during storage and transportation, but only in case the material was not exposed to weather influences, downfalls, leakage or other contacts with water, snow, vapour, etc. Maximum warranty period for corrosion is 3 months, but only in case that the above mentioned conditions were fulfilled. We do not guarantee eligibility of our products to fulfil the function they were given by the Buyer. Orderer, developer and designer are responsible for choice and control of our products and they are also responsible for the fact that the final whole shall be eligible for purpose it was intended for. Any technical help, we would provide, is resulting from the obligation to advise and inform, belonging to every producer who takes care of the proper use of his products, but it never makes partners from us in the area of development or production of a final whole, in which our products shall be used. The Buyer shall check the goods visually in the place of delivery. This check is understood as taking delivery of the goods. Taking delivery is considered to be done out without any objections, if the Buyer is absent or if he gives no expression on the day of the check.

Complaints related to quantity and dimensions and/or visible defects shall be accepted only in case they were submitted by registered letter within five days from the delivery and before any processing or use of the goods. Complaints related to hidden defects of the goods are acceptable only if they were submitted in writing within one month at the latest from detection of the defect and no later than 6 months from the delivery of the goods. In case we admit the goods is defective, it is our obligation to replace such goods or return money for decrease of its value (at the Company discretion); any other compensation of damage is excluded. Complaint about material that was not submitted for control (was worked out, destroyed, sold to third party, etc.) shall not be accepted. Potential complaint is not a reason for not paying for the delivered goods, AMG shall apply all sanctions associated with late payment.

AMG is not responsible for damage to the goods due to improper handling / unloading / storage / handling at the customer. It is the customer's responsibility for the correct attachment of the material during handling. All changes to the technical-delivery conditions are listed on the company's website.

### 10) REASONS FOR RELEASE FROM LIABILITY

We reserve the possibility of partial or complete suspension of order processing, in case of a sudden insuperable event, such as strike in any form affecting our suppliers or us, failure of machinery or equipment for any reason, fire, flooding, strike by lightning, interruption or reduction of power or raw materials supply, lack of tools and any intervention of force majeure or third party affecting us or our suppliers, until effects of such event shall stop.

### 11) JURISDICTION

In case of disputes the only competent courts shall be courts in Bratislava, even in case of the several defending parties; only Slovak jurisdiction shall be applied.

If the Buyer does not raise a written objection against this document within three days from its acceptance, he is considered to accept our General Business Conditions, irrespective of the reversed provisions that his own Purchase conditions might contain; and as a consequence of which the fulfilment of orders shall start after expiration of the above mentioned three-day (3) period.

### 12) BUSINESS SANCTIONS

The Buyer declares and obliges himself that the goods shall not be used for activities related to: (i) Iranian defensive and nuclear sector of (without limitations) acquisition and development of: (a) chemical, biological or nuclear weapons of the related technologies or (b) conventional weapons; or (ii) Iranian power sector (without limitations) of oil refineries and production and oil products refining. The Seller may terminate this Contract of Purchase without notifications and without any obligations towards the Buyer, if the Buyer violates these guarantees (irrespective of any requirements towards the Seller due to damage caused as a result of such violation) or if transfer of this Contract of Purchase violates valid business sanctions.