

JSW Steel USA Ohio, Inc.

JSW STEEL USA OHIO, INC. TERMS AND CONDITIONS OF PURCHASE

1. **OFFER AND ACCEPTANCE.** These Terms and Conditions (“**Terms and Conditions**”) form an integral part of any purchase order (“**Order Form**”) to which they are attached or referenced, and such Order Form, together with these Terms and Conditions, are hereinafter collectively referred to as “**this Purchase Order**”. This Purchase Order is deemed to constitute an offer from the buyer (“**Buyer**”) to seller (“**Seller**”), each of whom is identified in the Order Form. Seller’s acceptance of all the provisions of this Purchase Order is deemed to be made by Seller without any additions, deletions or other modifications to the said Purchase Order. Accordingly, any conflicting provision of any nature whatsoever, such as, but without limitation, any provision related to disclaimer of warranty or limitation of liability, contained in any of Seller’s documents (“**Seller’s Documents**”), whenever delivered by Seller to Buyer, whether before, concurrent or after issuance by Buyer of the Order Form or this Purchase Order, which include, without limitation, any of Seller’s invoices, bills of lading, purchase confirmations, purchase orders or any other documents provided by Seller to Buyer relating, directly or indirectly, to the subject matter of this Purchase Order, irrespective of materiality, are hereby deemed objected to in advance by Buyer and shall be deemed not to have amended or otherwise altered in any way any provision of this Purchase Order nor, in addition, any contract that may result from this Purchase Order, unless and to the extent that a duly authorized representative of Buyer expressly agrees in writing independent of Seller’s Documents. Subject to the foregoing and without restricting the generality thereof, Seller shall be deemed to have accepted all of the terms and conditions of this Purchase Order under any of the following circumstances: (a) Seller’s execution and return of this Purchase Order to Buyer, provided executed by Seller exactly as submitted and written by Buyer; (b) Seller’s acknowledgement to Buyer of Seller’s intention to sell to Buyer the goods subject of this Purchase Order and/or perform for Buyer the services subject of this Purchase Order; or (c) commencement of the delivery to Buyer of any of the goods subject of this Purchase Order and/or commencement of performance for the Buyer of any of the services subject of this Purchase Order.

Seller and Buyer have agreed to incorporate these Terms and Conditions of Purchase, as amended, as provided by Buyer.

ALL BUYER ORDERS AND ACCEPTANCES ARE EXPRESSLY CONDITIONED UPON ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND IN ANY CONTRACTUAL SUPPLY OR PURCHASE AGREEMENT THAT MAY HAVE BEEN EXECUTED BY SELLER AND BUYER. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE OR IN ANY CONTRACTUAL SUPPLY OR PURCHASE AGREEMENT ARE EXPRESSLY REJECTED. COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE, TO THE EXTENT THEY MODIFY, ADD TO OR DETRACT FROM THESE TERMS AND CONDITIONS, SHALL NOT BE BINDING ON US.

Buyer and Seller agree that the terms and conditions printed herein are accepted in good faith by both parties as the controlling and final terms and conditions. Buyer and Seller further agree that there should not be a “battle of forms” as described in Section 2-207 of the Uniform Commercial Code. Buyer’s commencement of performance is not to be construed as acceptance of any of Seller’s terms or conditions. Buyer may commence performance in reliance on Seller’s acceptance of these terms and conditions.

2. **DEFINITIONS.** In this Purchase Order, unless otherwise defined or the context dictates otherwise, the term “**Affiliate**” has the same definition as under the *Code of Federal Regulations* (USA), as amended from time to time.

3. **REPRESENTATIONS.** Seller hereby represents to Buyer and the other persons within the Buyer Group (as such term is defined in Section 24) as follows with respect to all goods and services subject of this Purchase Order and execution of Seller’s obligations in respect thereof:

(a) **GENERAL.** That all goods subject of this Purchase Order, including their packaging and labeling, will: (i) conform to the descriptions, drawings, specifications and standards of Buyer as set out in this Purchase Order or as otherwise communicated by Buyer to Seller; (ii) be of good material, quality, design and workmanship and free from all defects; (iii) be safe and fit for the ordinary purposes for which the goods are intended to be used by Buyer, including for any special uses known by Seller to be contemplated by Buyer; (iv) be merchantable and pass without objection in the trade; (v) run without variation and be of even kind, quality and quantity within each unit and among all units; (vi) be the same level of quality (or better) as any

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samples previously provided by Seller to Buyer; (vii) comply with all other provisions of this Purchase Order; and (viii) comply in all respects with all applicable federal, state, municipal and local laws, rules, regulations and ordinances existing at the time of delivery of any goods by Seller to Buyer. That all services subject of this Purchase Order will be performed by Seller for Buyer in compliance with: (i) all provisions of this Purchase Order; and (ii) the Standard of Care (as defined in Section 7 below);

(b) TITLE; INFRINGEMENT. That: (i) the title conveyed to Buyer of all goods will be good and merchantable and its transfer to Buyer will be rightful and not interfere with the rights of any nature whatsoever of any third party; (ii) the goods will be delivered to Buyer free and clear of any security interest, lien, priority or encumbrance, including, without limitation, any mortgage; (iii) all of the goods delivered to Buyer and all services to be performed for Buyer, not provided or specified by Buyer, will not infringe, or contributorily infringe, or otherwise conflict with any rights of any nature whatsoever of any third party, including, without limitation, any intellectual and industrial property rights, such as any patent, copyright, trademark, trade name or similar rights, nor violate the trade secrets of any third party; (iv) all works of every nature and kind (the “Works”), including, without limitation, reports, deliverables or other materials, that Seller or any other person within the Seller Group (as such term is defined in Section 23) creates for or on behalf of Buyer, directly or indirectly, in the course of providing services of any nature or kind whatsoever, as well as all of the intellectual and industrial property rights relating to the Works, including, without limitation, intellectual and industrial property rights relating to copyrights, trademarks, patents and industrial designs, shall be and remain the exclusive and sole property of Buyer upon Buyer’s payment in full of all applicable fees due to Seller under the Purchase Order; and (v) neither the ordinary purposes for which the goods will be used by Buyer nor any intended special uses known by Seller to be contemplated by Buyer will infringe or otherwise conflict with the rights of any nature whatsoever of any third party; and

(c) ADULTERATED, MISBRANDED, HAZARDOUS SUBSTANCES AND PROPOSITION 65 COMPLIANCE. That as of the time of delivery of any goods subject of this Purchase Order, all such goods (1) will not be adulterated, misbranded or unsafe, nor a good that may not be introduced into interstate commerce, within the meaning of any applicable federal, state, municipal and local laws, rules, regulations and ordinances existing at the time of such delivery, including, without limitation: (i) the *Food, Drug and Cosmetics Act* (USA) (the “Act”); (ii) the *Federal Hazardous Materials Transportation Act* (USA); and (iii) any other federal or state hazardous substances laws or any other similar laws or regulations; and (2) will comply with *California’s Safe Drinking Water and Toxic Enforcement Act* (commonly known as Proposition 65).

The foregoing representations and warranties shall survive delivery of the goods and performance of the services subject of this Purchase Order, and shall not be deemed waived either by reason of Buyer’s acceptance thereof or by payment therefor. With respect to any goods that constitute equipment, including any related services for such equipment, including, but without limitation, maintenance and training in respect thereof, the representations and warranties set forth in subparagraph 3(a) above will be effective for a period of two (2) years from the date Seller demonstrates to Buyer’s satisfaction that such equipment operates as intended in compliance with the terms and conditions of this Purchase Order, including that such equipment has been commissioned to Buyer’s satisfaction for commercial operations, and as otherwise represented by Buyer to Seller, and the warranties set forth in subparagraphs 3(b) and 3(c) above will be effective for the duration of Buyer’s ownership of such equipment. The representations and warranties set forth in subparagraphs 3(a), 3(b) and 3(c) above are not intended to be exclusive or to replace other representations and warranties of quality that may be given in connection with the purchase of any of the goods and services subject of this Purchase Order, whether written or oral, express or implied. No representation or warranty disclaimer, whether related to express or implied representations and warranties, including the warranties of merchantability and fitness for a particular purpose, or limitation as to damages or remedies, whether contained in printed conditions that may appear on any of Seller’s Documents or otherwise, shall be valid or effective, unless and to the extent that such disclaimer or limitation is contained in a written instrument separate from any purported disclaimer or limitation and signed by a duly authorized representative of Buyer in advance of delivery of the goods and/or performance of the services subject of this Purchase Order. Seller agrees, upon request of Buyer, to provide Buyer with appropriate certificates showing compliance with all of the aforementioned representations and warranties.

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4. **PRICES; TAXES.** The prices specified in the Order Form for the goods and services subject thereof include all costs and expenses to be paid by Buyer to Seller, including, without limitation and as applicable, all costs and expenses for packaging, storage, loading, crating and transportation (including all related insurance), unless specifically designated otherwise in the Order Form. No costs and expenses in addition to these prices will be allowed or accepted by Buyer without the prior written consent of Buyer. Prices charged for the goods and services subject of this Purchase Order shall comply with all applicable federal, state, municipal and local laws, rules, regulations and ordinances existing at the time of delivery or performance thereof, respectively. However, the said prices exclude any applicable tax, assessment, tariff, duty or similar charge which is imposed by any governmental authority upon or on account of the goods and/or services subject of this Purchase Order, as applicable. In the event that this Purchase Order provides that Buyer shall bear any tax, assessment, tariff, duty or similar charge, Seller shall separately itemize such charge(s) on its invoice(s).

5. **PAYMENT TERMS.** Unless provided to the contrary in the Order Form, payment terms for all invoices undisputed by Buyer are net ninety (90) days. Buyer may make payments by check, ACH (Automated Clearing House) or electronic funds transfer. Seller will not issue any invoice to Buyer for any of the goods and services subject of this Purchase Order, unless and until delivery of such goods to Buyer has been made and/or Seller has executed its obligations in respect of such services. Each of Seller's invoices shall furnish such details as Buyer may reasonably require from time to time.

6. **CHANGES.** Buyer may at any time by amendment or other writing, change the design (including drawings, materials and specifications), processing, method of packing and shipping, quantity and the place of delivery of the goods or services. In such case, the time for performance and purchase price shall not change unless Seller notifies Buyer in writing, within ten (10) days of receipt of such change that an adjustment in purchase price or time for performance is necessary. If Buyer determines that any such change materially affects cost or timing, Buyer shall equitably adjust the purchase price and delivery schedules. Seller shall not make changes to the Purchase Order or the scope of supply under this Purchase Order without Buyer's written approval. In the event of any dispute under this section, Seller shall not be allowed to cease or delay performance under this Purchase Order, which dispute shall be resolved pursuant to Section 26 of this Purchase Order.

7. **VOLUME PROJECTIONS.** Seller acknowledges that any estimates, forecasts or projections of future anticipated volume or quantity requirements for goods supplied by Buyer are for informational purposes only and are subject to change at any time.

8. **SHIPPING RELEASES.** If delivery dates for the goods are not specified on the face of the Purchase Order, Seller shall procure materials and fabricate, assemble, and ship goods only as authorized in shipment releases issued by Buyer. Deliveries will be made only in the quantities and on the dates specified by Buyer. Buyer may return over-shipments to Seller at Seller's risk and expense. Buyer may, from time to time, and with reasonable notice, change or temporarily suspend shipping schedules specified in the Purchase Order or shipment release.

9. **PACKING, MARKING, AND SHIPPING.**

(a) Seller, at its own cost, shall pack and ship the goods in accordance with the requirements of Buyer and the carrier transporting such goods, and, for ocean going vessels, in accordance with International Standards. Seller shall mark each package in accordance with Buyer's instructions and any additional instructions of the carrier. Seller will reimburse Buyer for costs incurred as a result of improper packing, marking, routing or shipping.

(b) Seller shall not charge separately for packing, marking or shipping unless Buyer authorizes such charges in writing, in which case Seller shall add such charges to its invoice as a separate item and attach supporting data.

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10. **EXPORT/IMPORT.** For each international shipment, Seller shall include a price invoice with the master packing slip and upon request shall furnish all other required export/import documents. Export credits and customs drawbacks shall belong to Buyer or its designee. Upon request, Seller shall furnish in satisfactory form all documents required to obtain export credits and customs drawbacks or to satisfy any other government requirement, including certificates that identify the country of origin of the materials used in the goods and the value added in each country.

11. **DELIVERY OF GOODS.** All goods subject of this Purchase Order will be delivered by Seller to Buyer DDP (Incoterms 2010) Buyer's location indicated in the Order Form or as otherwise communicated by Buyer to Seller from time to time. Seller shall be responsible for any damage to Buyer's property during the delivery of any goods, including, but not limited to, whether such damage results from the negligence of Seller or any other person within the Seller Group or any breach of Seller's obligations under this Purchase Order. Delivery of any goods by Seller to Buyer shall not constitute acceptance thereof by Buyer.

12. **PERFORMANCE OF SERVICES.** The Seller's services shall be performed in a manner commensurate with industry best practices for projects similar in size, scope and complexity to the project (the "Project") under this Purchase Order and as expeditiously as is consistent with professional skill and care and the orderly progress of the Project (the "Standard of Care"). The services subject of this Purchase Order shall be provided by Seller at the time and frequency identified in the Order Form, which may be adjusted as mutually agreed upon in writing by the parties. Seller shall be responsible for any damage to Buyer's property during the performance of the services to the extent that such damage results from the negligence of Seller and/or any other person within the Seller Group or Seller's breach of any of the provisions of this Purchase Order. Seller will be responsible for ensuring that all the services to be rendered are performed in strict accordance with the provisions of this Purchase Order, including, without limitation, in compliance with Seller's representations and warranties made under Section 3 of this Purchase Order.

13. **TIME IS OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THIS PURCHASE ORDER.** In accordance with the Standard of Care, the goods and services subject of this Purchase Order must be received by Buyer within the time specified for delivery in the Order Form. In addition to its remedies under this Purchase Order, Buyer has the unconditional right to reject and return, without liability, any goods received later than the delivery date(s) specified in the Order Form or as otherwise communicated by Buyer to Seller from time to time, as well as the unconditional right to refuse, without liability, the performance of any services later than the delivery date(s) specified in the Order Form or as otherwise communicated by Buyer to Seller from time to time.

14. **INSPECTION; REVOCATION.** Buyer is under no duty to inspect goods on delivery or prior to Buyer's use. Retention, use or payment for such goods shall not constitute acceptance thereof and any goods found not to be in compliance with any of the provisions of this Purchase Order shall not impair any of Buyer's rights and remedies against Seller, whether such rights are granted to Buyer under this Purchase Order or exist in law or equity. Buyer may reject, or revoke its acceptance of, all or any part of the goods that do not conform to all the provisions of this Purchase Order. Rejected goods or acceptance in respect thereof that has been revoked will be held at Seller's sole risk and expense for not more than thirty (30) days pending Seller's instructions and, if Seller requests return of such goods, Buyer shall return such goods to Seller at Seller's sole risk and expense. Rejected goods or acceptance in respect thereof that has been revoked remaining in Buyer's possession after said thirty (30) days period may be sold for Seller's account, destroyed or otherwise disposed of by Buyer, at Buyer's sole discretion. Seller shall remit to Buyer the price paid by Buyer for any rejected goods or goods in respect of which acceptance has been revoked plus all costs of transportation, shipping, unpacking, examining, repacking, reshipping, storing and other like expenses related thereto. If requested by Buyer, Seller agrees to promptly replace any rejected goods or goods in respect of which acceptance has been revoked. Acceptance of any non-conforming goods by Buyer shall not be deemed a waiver of Buyer's right to reject future deliveries of non-conforming goods, seek indemnification hereunder or cancel this Purchase Order.

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15. **FORCE MAJEURE.** Neither Seller nor Buyer (the “**Affected Party**”) will be liable to the other party (the “**Non-Affected Party**”) for the Affected Party’s failure to comply with any of the provisions of this Purchase Order if such failure is caused by any act of God or nature, war, riot, insurrection, civil disorder, embargo, fire, flood or accidents (collectively, the “**Force Majeure Event**”), provided the Force Majeure Event does not result from the negligence or intentional act of the Affected Party and is outside of the said Affected Party’s reasonable control. The Affected Party invoking a Force Majeure Event will give the Non-Affected Party prompt notice in writing of the occurrence of any Force Majeure Event, as well as take all reasonable commercial measures to eliminate its cause and recommence the performance of its obligations under this Purchase Order as quickly as possible. If the Force Majeure Event continues for a period of more than thirty (30) days, then the Non-Affected Party may terminate this Purchase Order with immediate effect upon written notice to the Affected Party. For greater certainty, but without restricting the generality of the foregoing, inability to pay a monetary sum shall not ever constitute a Force Majeure Event.

16. **PROPRIETARY RIGHTS.**

(a) Except as otherwise stated in this Purchase Order, neither party transfers to the other party any patent, trade secret, trademark, copyright or other intellectual property right owned by such party, whether registered or unregistered (“**Intellectual Property Right**”).

(b) Seller grants to Buyer and its affiliated companies a nonexclusive, royalty free, irrevocable license of Seller’s Intellectual Property Rights to: (i) use, sell, and modify goods and incorporate the goods into other products for use or sale; and (ii) in the case where Seller is unable or unwilling to perform or has breached this Purchase Order, to make goods or have goods made by an alternate source for the remaining duration of this Purchase Order or as otherwise mutually agreed to in writing. Buyer may share with third parties any drawings or other information provided by or through Seller and related to the goods.

(c) All works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, and other intellectual property created by Seller for which the development was paid for by Buyer (collectively, “**Proprietary Materials**”), and all Intellectual Property Rights in such Proprietary Materials, are owned by Buyer. Seller agrees that all such Proprietary Materials created by Supplier for which the development was paid for by Buyer are “works made for hire” as that term is used in connection with the U.S. Copyright Act.

(d) Seller shall be solely responsible for the defense or settlement of every claim of infringement of any present or future patent, copyright, industrial design right, or other proprietary right that results from the sale or use of the goods (i) alone, (ii) in combination by reason of their content, design, or structure, or (iii) in combination in accordance with Seller’s recommendations, or at Buyer’s option provide all reasonable assistance to Buyer in Buyer’s handling of such claims. Seller’s obligations shall apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing.

17. **CONFIDENTIALITY; NONDISCLOSURE.** Buyer and Seller agree that prior to and while this Purchase Order is in effect, confidential and/or proprietary information not generally available to the public (collectively, the “**Confidential Information**”) may have been and/or may be provided by one party (the “**Disclosing Party**”) to the other party and/or other persons within either the Seller Group or the Buyer Group, as applicable (collectively, the “**Recipient**”) regarding the Disclosing Party and its related business. Such Confidential Information includes, but is not limited to: (i) all recipes, formulations, specifications, products, strategies, forecasts, projects, documents and financial information of the Disclosing Party, including sales figures, marketing information, computer records, software, trade secrets, secret processes, know-how, techniques, practices, systems, drawings, designs and concepts not reduced to material form; and (ii) intellectual property, images, text, video, real-time stream, digital documents or other material owned by or licensed to the Disclosing Party. The Recipient hereby agrees to maintain in confidence and not use or disclose to any person the Confidential Information, for any reason or purpose whatsoever other than in connection with the performance of the Project covered by the Purchase Order and except as may be expressly

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permitted in writing by the Disclosing Party. These restrictions will not apply to the disclosure of Confidential Information by the Recipient which: (a) is required to be disclosed by any laws and regulations or order of any competent court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or according to the requirements of any stock exchange, and for which the Disclosing Party, where not prohibited by any laws and regulations or court or government order, received as soon as reasonably possible prior written notice from the Recipient of such required disclosures; (b) was already known to the Recipient through lawful means prior to disclosure; (c) was in the public domain at the time it was disclosed or becomes publicly available to the Recipient after disclosure through lawful means; (d) was independently developed by the Recipient; or, (e) was disclosed to the Recipient by a third party who had the right to make disclosure. Subject to the above exceptions, the Recipient agrees that the obligations hereunder relating to the Confidential Information will continue after the termination of this Purchase Order. Upon termination of this Purchase Order, the Recipient will return all Confidential Information, including any copies of Confidential Information, to the Disclosing Party or shall destroy all copies of the Confidential Information, including any notes or other documents that contain or refer to the Confidential Information.

18. **BUYER'S PROPERTY.** If, in connection with this Purchase Order, Buyer ships to Seller or otherwise places in Seller's control or custody any property of Buyer for repair, inspection or any other reason, Seller assumes all responsibility for loss of or damage to Buyer's property when in Seller's control or custody.

19. **INDEMNITY.** Seller agrees, at its own cost and expense, to indemnify and hold harmless Buyer and the other persons within the Buyer Group from and against all damages, liabilities, claims, losses, costs, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees (to the extent that such attorney's fees are covered by Seller's insurance), (collectively, "**Losses**"), directly arising out of a third party claim, suit, action, proceeding, investigation, and/or demand to the extent directly arising out of: (i) any defect or non-conformance of any of the goods and/or services with the provisions of this Purchase Order to meet the Standard of Care; (ii) any breach of the provisions of this Purchase Order or any express or implied representation or warranty by Seller or any other person within the Seller Group; or (iii) any negligent act or omission, or willful misconduct, of Seller or any other person within the Seller Group. Buyer shall have the right to actively participate in the defense of any Losses. Seller shall not enter into any settlement agreement that may affect the rights and obligations of Buyer and/or any of the other persons within the Buyer Group, without Buyer's prior written consent. Seller's indemnification obligations shall attach to all goods and services subject of this Purchase Order and shall survive the termination or cancellation of this Purchase Order and shall continue after delivery or performance of and payment for the goods and services.

20. **INSURANCE.** Seller agrees to maintain the following applicable policies of insurance at its own expense: (a) commercial general liability insurance on an occurrence basis, including a duty to defend, which must provide coverage for bodily injury and property damage with the following minimum limits of insurance which could be obtained on a primary coverage or combination of primary and excess/umbrella follow form coverage: (i) five million dollars (\$5,000,000) for each occurrence limit for each of property damage and bodily injury liability; and (ii) five million dollars (\$5,000,000) for products and completed operations liability. Such commercial general liability shall also include blanket contractual liability, broad form property damage, premises and operations, personal injury, independent contractors, advertising liability and, to the extent Seller provides goods to Buyer which Buyer uses as an ingredient or packaging for its products, vendor's broad form; (b) automobile liability insurance, with minimum limits of one million dollars (\$1,000,000) for property damage and bodily injury per occurrence covering all non-owned, leased or hired vehicles; (c) workers' compensation insurance, covering all statutory benefits in the states of Seller's operations; and (d) if Seller performs consulting services for Buyer, professional liability insurance, with minimum limits of two million dollars (\$2,000,000) per occurrence.

21. **INSURANCE - ADDITIONAL REQUIREMENTS.** The following additional requirements shall apply in respect of Seller's insurance obligations: (a) insurance must be placed with insurance companies

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rated at least A- by the latest ratings published by A.M. Best ; (b) all insurance policies must be written on a per occurrence basis; (c) upon execution of an Order Form, Seller shall deliver to Buyer a certificate, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Purchase Order; (d) policy renewal dates must be noted, and new certificates must be provided, meeting the requirements noted in this Purchase Order, throughout the entire time that Seller provides goods and/or services to Buyer or any of its Affiliates; (e) failure of Buyer to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Buyer to identify a deficiency from evidence that is provided shall not be construed as a waiver of Seller's obligation to maintain such insurance; (f) thirty (30) day prior notice of the cancellation of any of Seller's insurance policies will be provided to the Buyer by Seller's insurers; and (g) Buyer shall be added as an additional insured on the commercial general liability and automobile liability insurance policies. The insurance requirements set forth herein are minimum coverage requirements and are not to be construed in any way as a limitation on Seller's liability.

22. **REMEDIES; WAIVER; DISCLAIMERS; LIMITATIONS; SET-OFF.** Buyer shall have all the rights and remedies specified in this Purchase Order and any other remedy allowed by law or in equity. All such rights and remedies are cumulative. Buyer may deduct from any payment due to Seller or set-off against any claim by Seller, any amount which is due to Buyer or any of its Affiliates by Seller or any other person within the Seller Group for any reason whatsoever. Buyer's waiver of or failure to exercise any applicable right or remedy in response to a breach of any provision of this Purchase Order by Seller or any other person within the Seller Group shall not constitute a waiver of any subsequent breach of the same provision or any other provisions of this Purchase Order. No right or remedy of Buyer shall be deemed to have been waived, unless such waiver is in writing and signed by a duly authorized representative of Buyer. In no event will any member of the Seller Group or the Buyer Group be liable for special, indirect, incidental, punitive or consequential damages, including without limitation, lost profits, regardless of whether a party has been advised of the possibility of such damages.

23. **CANCELLATION; TERMINATION.** In addition to its other rights and remedies, Buyer reserves the right to cancel this Purchase Order or any part thereof at any time on notice to Seller, and Buyer will not incur any liability to Seller due to such termination, if Seller breaches any provision of this Purchase Order, including, without limitation, Seller's failure to meet the specified delivery or performance dates or Seller's delivery or performance of any non-conforming goods or services, respectively. Buyer reserves the right to unilaterally terminate this Purchase Order without cause upon thirty (30) day prior written notice to Seller, provided that Buyer pays Seller for any goods delivered and/or services provided prior to such termination that conform with the terms and conditions of this Purchase Order.

24. **COMPLIANCE WITH LAW; INDEPENDENT CONTRACTORS.** In the performance of Seller's obligations under this Purchase Order and with respect to any other dealings Seller has or may in the future have with Buyer, its Affiliates and their respective directors, officers, shareholders, employees, and each of their predecessors, successors and assigns (collectively, the "Buyer Group"), Seller shall, and shall cause its Affiliates and their respective directors, officers, shareholders, employees, and each of their predecessors, successors and assigns (collectively, together with Seller, the "Seller Group") to comply with all applicable federal, state, municipal and local laws, rules, regulations and ordinances, including import and export laws and regulations and any and all health, safety and environmental laws, regulations and standards, governing Seller Group's performance under this Order. Buyer and Seller are and will at all times remain independent contractors, and no principal/agent or partnership relationship shall exist or be created between them. Neither party has any right or authority to bind the other to any obligations or responsibilities and neither will represent or hold itself out as an agent or representative of the other. Seller assumes all obligations under all social security or unemployment insurance legislation, Federal Old-Age (Retirement) and workers' compensation laws and regulations of the United States of America or of any state or territory thereof or other governmental authority, domestic or foreign, with respect to persons employed in performance and/or acceptance of the goods and/or services to be furnished by Seller under this Purchase Order.

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25. **ENTIRE AGREEMENT.** Except if confirmed pursuant to a separate written agreement signed between the parties covering the same subject matter of this Purchase Order and specifically superseding the terms and conditions hereof, this Purchase Order constitutes the entire agreement between Buyer and Seller relating to the subject matter contemplated by this Purchase Order and supersedes all previous communications, representations and agreements, whether oral or written, between the parties relating to the same subject matter as this Purchase Order. No provision of this Purchase Order can be changed, modified or superseded, nor can any of the rights of Buyer under this Purchase Order be considered to be waived by Buyer, except by written instrument signed by a duly authorized representative of Buyer.

26. **ASSIGNMENT; INVALIDITY; GOVERNING LAW; VENUE.** Seller may not subcontract or delegate, nor may it assign or transfer to any third party or parties, any of its obligations under this Purchase Order without the prior written consent of Buyer. Buyer may assign this Purchase Order in whole or in part without the written consent of Seller; provided, however, that Buyer shall remain responsible for all of the Seller obligations under the Purchase Order in the event that its assignee fails to perform such obligations. The invalidity of any provision of this Purchase Order shall not affect the validity of any other provisions thereof. This Purchase Order and the transactions in connection therewith shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Ohio, without regards to principles of conflicts of law, and specifically excluding the *United Nations Convention on Contracts for the International Sale of Goods* and the application of any other uniform civil or conflict of law rules created by intergovernmental or inter-State Conventions or Treaties or multi-lateral pacts. Disputes shall be resolved in accordance with the procedures in Annex A to this Purchase Order. In the event any action at law, suit in equity or judicial proceedings arises directly, indirectly or otherwise in connection with the subject matter of this Purchase Order, such action, suit or proceeding shall be brought before and litigated solely in the courts of Jefferson County in the State of Ohio, unless expressly provided otherwise in the Order Form, and Buyer and Seller specifically exclude any court or jurisdiction that may have authority over the same subject matter. **Seller waives its right to a jury trial in any court action arising between the parties, whether under this Purchase Order or otherwise related to any Purchase Order with the Buyer, and the Seller's agreement to waive its right to a jury trial will be binding on its successors and assigns.** Further, in the event such a court enters a judgment in favor of Buyer, Seller agrees to pay Buyer's reasonable attorneys' fees accrued in connection with Buyer's claim against Seller.

27. **NOTICES.** Any notices or other communication (other than invoices or payments) required or permitted to be given to Buyer or Seller pursuant to this Purchase Order shall be in writing and personally delivered or sent by a nationally recognized overnight courier service company to the addresses set out in the Order Form or to a different address which shall have been previously furnished in writing by that party in accordance with the provisions hereof. Such notice shall be deemed served at the time delivered or, if mailed, three (3) business days after the date mailed. Copies of notices to Buyer shall be sent to: JSW Steel USA Ohio, Inc., 1500 Commercial Avenue, Mingo Junction, Ohio 43938, attention: Purchasing Manager.

28. **CONSENT OR AUTHORIZATION.** Whenever a consent, waiver, agreement or authorization is required pursuant to any provision of this Purchase Order or is otherwise desired, each must be in a written instrument separate from any printed conditions or form language and signed by a duly authorized representative of Buyer and/or Seller as the case may be, and any such consent, waiver, agreement or authorization may be granted, withheld or conditioned at Buyer's or Seller's sole discretion.

[Signatures on the Next Page]

JSW Steel USA Ohio, Inc.

SELLER: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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ANNEX A DISPUTE RESOLUTION

Except as set forth in the Purchase Order, any and all disputes between Buyer and Seller concerning the purchase and sale of the Goods or any other matter under this Purchase Order shall be resolved by the parties amicably through good faith negotiations, and in the event a dispute is not resolved amicably, through mandatory and binding expedited arbitration as provided below.

Disputes/Negotiation. The parties will attempt in good faith to resolve any controversy or claim whatsoever arising out of or relating to the Purchase Order (“Dispute”). If a Dispute should arise the parties will act in good faith and will attempt to resolve the matter.

Referral to Arbitration. If either a party does not attempt to resolve a Dispute in good faith, or despite good faith efforts on the part of both parties, the Dispute has not been resolved within seven days after one party has first contacted the other party in writing attempting in good faith to resolve the Dispute (the “Dispute Date”), the Dispute shall be resolved by arbitration.

Governing Rules and Arbitrator. Arbitration of a Dispute shall be in accordance with the Federal Arbitration Act (Title 9 of the United States Code) (the “Arbitration Act”) and the Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association (“AAA”). The arbitration shall be conducted before a single arbitrator (the “Arbitrator”), who shall be neutral and impartial. The Arbitrator shall serve until he resigns, is unable to serve, or is disqualified. The Arbitrator's compensation shall be in accordance with the then current fee schedule of the AAA plus reimbursement of all reasonable and necessary expenses incurred in connection with the arbitration of any Dispute hereunder. Neither party shall have the right to remove the Arbitrator except in accordance with the Rules.

Selection of Arbitrator. The parties will attempt in good faith to agree on the selection of the initial Arbitrator and, in the event that the initial Arbitrator resigns, is unable to serve, or is disqualified, the successor Arbitrator. If the parties have not agreed upon the Arbitrator, whether initial or successor, as the case may be, within ten days from either the Dispute Date or the date that the then current Arbitrator resigns, is unable to serve, or is disqualified, then (i) the parties shall obtain from the AAA a list of five candidates, each of which is approved and deemed qualified and unbiased by AAA and willing to serve if selected, (ii) each party shall rank the candidates in his order of preference and submit the ranked list to the other party within five days after receipt of the AAA list, (iii) the candidate with the highest combined ranking of mutual preference shall be the Arbitrator, (iv) if either party fails to submit a list of candidates within the required five-day period, but the other party does submit a list, the first candidate on the list submitted shall be the Arbitrator.

Submission to Arbitration. To provide a prompt and economical means of settling all disputes that cannot be resolved by the parties by the Dispute Date, all such unresolved Disputes shall be submitted to the Arbitrator for arbitration and binding resolution. The submission of any Dispute to the Arbitrator shall be final and binding on the parties. Any decision of the Arbitrator shall be conclusive as to the matters submitted and shall be final and binding upon the parties. The arbitration shall be conducted in Cincinnati, Ohio. The governing law shall be Ohio law

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notwithstanding any conflict of laws. Judgment upon the award rendered by the arbitrator and any other judicial proceeding in aid of arbitration or to enforce these provisions or the award may be brought in any court of competent jurisdiction. Judicial review of any such award shall be limited to the grounds listed in the Federal Arbitration Act, and for purposes of any such review such listed grounds shall be the exclusive grounds for modifying or vacating any such award.

Fees and Expenses of Arbitration. Any and all filing fees and administrative fees by the AAA shall be deposited by the applicable party in accordance with the Rules. Thereafter, upon the final award of the Arbitrator all such fees shall be reallocated according to Paragraph F below.

Powers of Arbitrator. The Arbitrator may exercise any and all powers authorized under this Annex A, the Rules and the Arbitration Act.

Sanctions. The Arbitrator may impose sanctions if he deems either party failed to act in good faith as required by this Annex A. The Arbitrator may further impose sanctions and take such other actions in connection therewith as he deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure and applicable law.

Procedure. The Arbitrator may conduct such pre-hearing conference or hearings and grant such orders or relief as the Arbitrator deems reasonable, covering such matters as requests for discovery, review and determination of the amount in controversy, preparation of pre-hearing summaries of issues of fact and law, scheduling, continuances, and other matters. The Arbitrator may decide (by documents only, or with a hearing, as the Arbitrator may determine) pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. The Arbitrator may permit reasonable discovery and issue any necessary orders and subpoenas. In this connection, the parties agree that all discoveries shall be limited and expedited to the maximum extent practicable.

Summaries. Prior to a hearing on the merits, each party shall prepare a summary setting forth among other relevant matters, facts and matters in dispute, a witness list, a list of documents to be introduced, and applicable points or contentions of fact and law. The Arbitrator may refuse to hear any evidence, witness, or matter not contained in the summaries of any party. The summary shall be submitted to the Arbitrator not less than ten days before the hearing date set by the Arbitrator.

Expedited Arbitration. The arbitration proceeding hereunder shall be concluded within 90 days of the Dispute Date. The Arbitrator shall render his award within ten days following the conclusion of the hearing on the merits. If this deadline is not met due to the action or failure to act of either party, whether or not such act or failure is in good faith, the Arbitrator shall render his award on all issues in favor of the other party.

Fees and Costs. All attorneys' fees and arbitration fees, costs and expenses of both parties shall be borne by the losing party, and the Arbitrator's award to the prevailing party shall include recovery of its attorneys' fees and such other fees, costs and expenses.

Minimization of Discovery and Costs. The Arbitrator shall to the extent practicable minimize discovery and related costs and all other costs attendant to the arbitration.