
	SALES POLICY - BAYTOWN, TX	DOC No.: JSW-MKT- 001
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1. **ACCEPTANCE.** We, JSW Steel (USA) Inc. (referred to as either “we,” “us” or “Seller”) shall be bound only upon written confirmation of acceptance of an order at Seller’s principal office at 5200 East McKinney Road, Baytown, Texas 77523 with respect to your (“you” or “Buyer”) order of the goods (“Goods”) described on the front of this page (or accompanying this page). The terms and conditions written herein and on our order acceptance constitute the entire contract between you and us (the “Contract”). All sales by us are made subject to these terms and conditions. **ALL BUYER ORDERS AND ACCEPTANCES ARE EXPRESSLY CONDITIONED UPON ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND IN ANY CONTRACTUAL SUPPLY 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 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. OUR PROVISION OF CREDIT, ACCEPTANCE OF ANY PURCHASE ORDER AND/OR SALE OF ANY GOODS ARE EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS.**

Except as otherwise agreed in writing signed by you and us, our order acceptance and these terms and conditions are the entire agreement between the two parties relating to the sale of Goods. Terms or conditions shown in any other document issued by you that in any way purport to alter modify, change, suspend or add to any term or condition on this page are rejected and deemed excluded from your document and waived by you. Our failure to object to any term or conditions shown in any of your forms or to enforce any of our rights is not a waiver of the provisions of our terms and conditions.

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. Seller’s commencement of performance is not to be construed as acceptance of any of Buyer’s terms or conditions. Seller may commence performance in reliance on Buyer’s acceptance of these terms and conditions.

Goods shall be deemed accepted by the Buyer upon the earlier of the Buyer’s express acceptance (made orally or by written acceptance delivered to the Seller) and the Buyer’s failure to object to the Goods within fifteen (15) days of the Buyer’s receipt of the same. Upon the Buyer’s acceptance of the Goods, the Goods and/or workmanship shall be deemed to conform to Seller’s warranties as stated herein.


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2. **DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES.** SUBJECT TO STANDARD MANUFACTURING VARIATIONS, WE WARRANT THAT THE GOODS SHALL MEET THE SPECIFICATIONS SHOWN ON THE FACE OF OUR ORDER ACCEPTANCE. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND WE SPECIFICALLY EXCLUDE ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF YOUR REMEDIES/CLAIMS.** No claim for damages for Goods that do not confirm to specifications will be allowed unless (i) we are given notice within 30 days after delivery of the Goods to the first destination to which they are shipped, (ii) we are provided an opportunity to inspect the Goods and (iii) such claim is made in writing. Goods for which damages are claimed may not be returned, repaired or discarded without our prior written consent. **We will have a reasonable time period to cure any and all defects of the Goods.**

YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR SOLE OBLIGATION FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, COMMON LAW, OR OTHERWISE, SHALL BE LIMITED TO OUR REPLACEMENT OF THE GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR, AT OUR OPTION, A REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD UNDER THIS ORDER, NOR SHALL WE HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES. IT IS EXPRESSLY AGREED THAT YOUR REMEDIES EXPRESSED IN THIS PARAGRAPH ARE YOUR EXCLUSIVE REMEDIES. WE SHALL HAVE NO LEGAL RESPONSIBILITY OR LIABILITY AND WE ARE NOT IN PRIVITY WITH ANY INDIVIDUAL OR ENTITY THAT IS NOT A PARTY TO THIS CONTRACT.

4. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN PERFORMANCE OR DELIVERY.** Shipment schedules are approximate. No delivery date is guaranteed. We are not responsible for non-shipment of Goods or delays in delivery or performance due to causes beyond our reasonable control, including, but not limited to, acts of God; your acts; strikes or other labor disturbances; our inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; epidemic or pandemic; governmental regulation or requirement; fire; flood; other casualty or accident. **ACCEPTANCE OF GOODS UPON DELIVERY SHALL CONSTITUTE A WAIVER BY YOU OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF NON-SHIPMENT OR DELAYS IN DELIVERY OR PERFORMANCE.**

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5. **PAYMENT.** Unless otherwise specified on the face of a purchase order or other agreement between the parties in connection with this Contract, duly issued invoices shall be paid within thirty (30) days from delivery thereof to the Buyer.


6. **RISK OF LOSS.** Risk of loss of the Goods shall pass to the Buyer upon the earliest of (i) ten (10) days following the Buyer’s receipt of an invoice from Seller for the Goods, (ii) the Buyer’s possession of the Goods, and (iii) Seller’s receipt of payment from the Buyer for the Goods. Under no circumstance shall Seller be deemed a bailee with respect to any Goods. Further, Seller has no duties or obligations to protect, maintain, insure, or take any action whatsoever with respect to such Goods after the risk of loss passes to the Buyer as set forth above.

7. **INTEREST.** In the event you fail to make a payment to us or one of our affiliates, of any amounts due and owing to us or an affiliate (including any applicable taxes, surcharge or freight charge), we have the right to terminate any order you have with us, or any unfilled portion of an order, and we may terminate any other agreement we, or one of our affiliates, may have with you. We may charge you interest on the outstanding balance at a monthly rate of 1 1/2 % or the highest rate allowed by law, whichever is lower. In no event shall interest exceed the highest rate allowed by law. We have the right to employ an attorney to collect any balance due and you agree to pay all collection costs we incur, including reasonable attorneys' fees.

8. **SELLER'S RIGHT TO REVOKE CREDIT OR TERMINATE CONTRACT.** We reserve the right at any time to revoke your credit, to require cash prior to shipment or delivery and/or suspend performance on, or terminate this Contract and/or other sales contracts and/or future shipments.

9. **SHIPMENT AND SURCHARGES.** All deliveries are F.O.B. our mill in Baytown, Texas, freight prepaid or freight collects to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor taxes are subject to any discount. Risk of loss or damage in transit is borne by you, and you must make all claims directly with the carrier. You may pick up the Goods at our facility provided you do it within 7 days after you are notified of the availability of the Goods. If you do not pick up the Goods within such period, we reserve the right to ship them to you without further notice at any time after the 7-day period, and/or charge you a storage fee of \$20/ton, to be assessed on a weekly basis. We reserve the right in our sole discretion to add surcharges for increases in raw material costs and increases in fuel and other transportation costs between the date of a quote and shipment.

10. **TAXES.** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax we are required to collect or pay with respect to the


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production, sale or shipment of Goods sold to you, shall be your responsibility. You agree to pay all such taxes and further agree to reimburse us for any such payments made by us. You shall pay sales or use tax incurred solely as a result of the title transfer from Seller of any finished product in the tax jurisdiction(s) where the finished product is delivered to or used by Buyer.

11. **RIGHT TO AMEND/CANCEL.** You cannot modify, cancel or otherwise alter orders without our prior written consent.

12. **CONFIDENTIALITY.** Buyer and Seller agree to hold in confidence any drawings, specifications or other data furnished by the Buyer or the Seller to the other party, and to use such only for the performance of this Contract or other agreement between the parties. Unless authorized by the other party in writing or as otherwise required by a court of competent jurisdiction or a government agency, Buyer and Seller shall use such data provided by Buyer or Seller only as contemplated in this Contract and any other agreement between the parties. Upon completion or termination of this Contract, Buyer and Seller shall, return to the other party all of the drawings, specifications and data furnished by Buyer or Seller, as the case may be, or otherwise destroy the data as directed and approved by the requesting party and Buyer and Seller shall certify to such return or destruction if requested by the requesting party; provided, however, (i) Buyer and Seller shall be permitted to retain copies of the other party's confidential information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and (ii) Buyer and Seller will not be required to search archived electronic backup files of its computer systems for the other party's confidential information in order to purge said party's confidential information from its archived files; provided further, that any confidential information so retained will be maintained in accordance with the Buyer's and Seller's respective document retention policies and procedures, and the parties will not use the retained confidential information for any other purpose.

13. **DISPUTE RESOLUTION.** Disputes shall be resolved in accordance with the procedures in Annex A to these terms and conditions. Notwithstanding the foregoing, in the event of any outstanding balance due and owing Seller, or any other dispute between the Buyer and Seller involving Buyer's nonpayment or late payment for Goods, Seller shall have the exclusive right to file a claim for collection of such disputed or unpaid balance against Buyer in an appropriate court of competent jurisdiction (state or federal) located in Chambers County, Texas (if the action is brought in state court) or in the Southern District of Texas (if the action is brought in federal court). Any action brought within such court shall not be transferred or removed to any other state or federal court. Buyer further understands and agrees that, by this clause, Buyer consents to the exercise of jurisdiction by the above-named courts as the parties' freely negotiated choice of forum for all actions arising out of or in any way related to the subject matter of these terms and

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conditions. Buyer waives its right to a jury trial in any court action arising between the parties, whether under these terms and conditions or otherwise related to these terms and conditions, and the Buyer'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 Seller, Buyer agrees to pay Seller's reasonable attorneys' fees accrued in connection with Seller's claim against Buyer.

14. **FORCE MAJEURE.** Seller will not be liable to the Buyer for the Seller's failure to comply with any of the provisions of this Contract or any purchase order if such failure is caused by any act of God or nature, war, riot, insurrection, civil disorder, embargo, fire, flood, epidemic or pandemic, order by any governmental entity which causes Seller or Seller's industry to operate in a diminished capacity for a given period of time, or accident (collectively, the "Force Majeure Event"), provided the Force Majeure Event does not result from the negligence or intentional act of the Seller and is outside of the Seller's reasonable control. The Seller, in invoking a Force Majeure Event, will give the Buyer 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 Contract or any purchase order as quickly as possible. If the Force Majeure Event continues for a period of more than thirty (30) days, then the Seller may terminate this Contract or any purchase order with immediate effect upon written notice to the Buyer. 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.


15. **MISCELLANEOUS.**

A. **Assignment.** You may not assign this Contract without Seller's prior written consent, which may be withheld for any reason.

B. **Severability.** In case any provision of this Contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

C. **Applicable Law.** This Contract shall be governed by, construed and enforced in accordance with, the laws of the State of Texas.

By signing below, the undersigned represents and warrants that he/she is an Officer of Buyer, or is otherwise duly authorized to approve these terms and conditions on Buyer's behalf; he/she has reviewed this document in its entirety and agrees, on behalf of Buyer, to be bound by each and every term set forth herein.

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BUYER: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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**ANNEX A
TO
TERMS AND CONDITIONS OF SALE
DISPUTE RESOLUTION**


Except as set forth in the Contract, any and all disputes between Buyer and Seller concerning the purchase and sale of the Goods or any other matter under this Contract 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 Contract (“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 panel of three (3) arbitrators (the “Arbitrators” or individually, an “Arbitrator”), who shall be neutral and impartial. Each Arbitrator shall serve until he resigns, is unable to serve, or is disqualified. The Arbitrators’ 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 an Arbitrator except in accordance with the Rules.

Selection of Arbitrator. The parties will attempt in good faith to agree on the selection of the Arbitrators and, in the event that an Arbitrator resigns, is unable to serve, or is disqualified, the successor Arbitrator. If the parties have not agreed upon the Arbitrators, whether initial or successor, as the case may be, within ten days from either the Dispute Date or the date that a 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

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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 Arbitrators for arbitration and binding resolution. The submission of any Dispute to the Arbitrators shall be final and binding on the parties. Any decision of the Arbitrators shall be conclusive as to the matters submitted and shall be final and binding upon the parties. The arbitration shall be conducted in Houston, Texas. The governing law shall be Texas law notwithstanding any conflict of laws. Judgment upon the award rendered by the Arbitrators 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 Arbitrators all such fees shall be reallocated according to Paragraph F below.

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

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

Procedure. The Arbitrators may conduct such pre-hearing conference or hearings and grant such orders or relief as the Arbitrators deem 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 Arbitrators may decide (by documents only, or with a hearing, as the Arbitrators may determine) pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. The Arbitrators may permit reasonable

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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 Arbitrators may refuse to hear any evidence, witness, or matter not contained in the summaries of any party. The summary shall be submitted to the Arbitrators not less than ten days before the hearing date set by the Arbitrators.

Expedited Arbitration. The arbitration proceeding hereunder shall be concluded within 90 days of the Dispute Date. The Arbitrators shall render their 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 Arbitrators shall render their 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.

Appeal. Notwithstanding any language to the contrary in this Contract, the parties hereby agree that the award may be appealed pursuant to AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the award rendered by the Arbitrators shall, at a minimum be a reasoned award; and that the award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate rules has expired. Appeals must be initiated within thirty (30) days of receipt of the award, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.