

DUFERCO Special Steels Europe SA

GENERAL CONDITIONS FOR PURCHASE CONTRACTS (version 2024).**BUYER SELLER RELATIONSHIP**

THIS PURCHASE ORDER CONSTITUTES THE CONTRACT BETWEEN THE SELLER (WHICH REPRESENTS THAT THIS CONTRACT IS VALID AND BINDING ON IT AND THAT IT IS ACTING AS PRINCIPAL AND NOT AS AGENT FOR ANY THIRD PARTY) AND THE BUYER TO SELL AND BUY THE GOODS ON THE TERMS AND CONDITIONS SET OUT IN THIS PURCHASE ORDER.

LOSS IN TRANSIT

IN CASE OF PARTIAL OR TOTAL LOSS OF SHIPMENT AFTER DELIVERY FINAL PAYMENT WILL BE MADE ON BASIS OF BILL OF LADING, OR MATE'S RECEIPT, OR CMR, OR RWB, AS THE CASE MAY BE, IF NO CERTIFICATES OF WEIGHT ARE AVAILABLE.

PARTIAL SHIPMENT**ALLOWED.**

EACH PART DELIVERY OR INSTALMENT OF THE GOODS TO BE DELIVERED UNDER THIS PURCHASE ORDER (THE "GOODS") SHALL BE DEEMED TO BE PURCHASED UNDER A SEPARATE PURCHASE ORDER AND NO DEFAULT BY THE BUYER IN RESPECT OF ANY SUCH PART DELIVERY OR INSTALMENT SHALL ENTITLE THE SELLER TO TREAT THIS PURCHASE ORDER AS REPUDIATED AS REGARDS ANY BALANCE OR INSTALMENT REMAINING TO BE DELIVERED. IN THE EVENT OF A FAILURE BY THE SELLER TO DELIVER FOR ANY INSTALMENT IN ACCORDANCE WITH THE TERMS OF THIS PURCHASE ORDER THE BUYER MAY SUSPEND PAYMENT, OR TERMINATE THIS PURCHASE ORDER AND CLAIM DAMAGES FOR ALL LOSSES SUFFERED AS A RESULT.

DELIVERY TERMS

DELIVERY TERMS SPECIFIED IN THIS PURCHASE ORDER STATE THE PLACE AT WHICH DELIVERY AND THE TRANSFER OF RISK IS DEEMED TO TAKE PLACE IN ACCORDANCE WITH INCOTERMS 2020.

PAYMENTS AGAINST FCR (if applicable)

NOTWITHSTANDING THE CONTRACTUAL DELIVERY TERMS, FULL TITLE OF MATERIAL PASSES FROM THE SELLER TO THE BUYER UPON PAYMENT EFFECTED AGAINST FCR.

PURCHASE CFR (CIF) IN CONTAINERS (if applicable)

CARGO INTO CONTAINER TO BE ADEQUATELY LASHED, SECURED AND DUNNAGED TO PREVENT SHIFTING. SHIPMENT IN CONTAINERSHIP VESSEL, MAXIMUM 25 YEARS OLD.

ANY DAMAGE CAUSED AT THE GOODS AND/OR AT CONTAINERS IS FOR SELLER'S ACCOUNT.

THE SELLER SHALL UNDERTAKE TO SHIP THE CONTRACTED GOODS FROM THE PORT OF LOADING TO THE DISCHARGE PLACE.

THE PERFORMING VESSEL SHALL BE CATEGORIZED BY A MEMBER OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS), CLASSIFIED AS LLOYDS 100 A1 OR EQUIVALENT, P&I COVERED BY A MEMBER OF THE INTERNATIONAL GROUP OF THE P&I GROUPS.

SHORT FORM / BLANK BACKED / HOUSE / FORWARDER BILL OF LADING NOT ACCEPTABLE. BILL OF LADING SHOWING AS CARRIER A FORWARDER NOT ACCEPTABLE. UCP 600 ART. 14L NOT APPLICABLE.

ALL CHARGES RELATED TO CONTAINERS AT LOADING PORT ARE FOR SELLER'S ACCOUNT SUCH AS BUT NOT LIMITED TO TERMINAL HANDLING CHARGES (T.H.C.), STUFFING, HANDLING, ETC.

ALL WOODEN PARTS OF DUNNAGE AND SEPARATION HAVE TO BE TREATED AND MARKED ACCORDING TO ISPM15 REQUIREMENTS. ANY FAILURE AND/OR ANY CONSEQUENCE ARISING AT THE PORT(S) OF DISCHARGE, SHOULD STEVEDORES AND/OR RECEIVERS AND/OR AUTHORITIES FIND THE DUNNAGE INFESTED, TO BE FULLY FOR SELLER'S ACCOUNT INCLUDING BUT NOT LIMITED TO FINES, COSTS, TIME LOST.

PURCHASE CFR (CIF) IN BULK (if applicable)

THE FOLLOWING SHIPPING TERMS AND CONDITIONS APPLY BETWEEN THE PARTIES:

DUFERCO Special Steels Europe SA
VESSEL NOMINATION / PERFORMING VESSEL:

1. PERFORMING VESSEL TO BE A BULK CARRIER/SINGLE DECKER WITH HATCHES, UNOBSTRUCTED, HOLDS AND TANK TOP STRENGTH SUITABLE FOR THE LOADING, STOWAGE, DISCHARGING AND CARRIAGE OF CONTRACTUAL CARGO. PERFORMING VESSEL TO BE SUBJECT TO TECHNICAL ACCEPTANCE OF BUYER (ON BEHALF OF RECEIVER(S)) TO BE ADVISED WITHIN 24 HOURS DURING BUSINESS DAYS AND NOT TO BE UNREASONABLY WITHHELD. IT IS UNDERSTOOD THAT VESSEL CANNOT BE FULLY BOOKED WITHOUT BUYER'S (ON BEHALF OF RECEIVERS) FINAL TECHNICAL ACCEPTANCE.
2. NOMINATED VESSEL SHALL BE MAXIMUM 25 YEARS OF AGE. VESSEL OVER 30 YEARS OF AGE IS NOT ACCEPTABLE. VESSEL BETWEEN 26-30 YEARS OF AGE MAY BE ACCEPTED AT BUYER'S SOLE DISCRETION, PROVIDED THAT OVERAGE INSURANCE PREMIUM (OAP) IS DEDUCTED FROM INVOICE VALUE AT 0.150 PCT OF 110 PCT OF THE INVOICE VALUE.
3. UPON NOMINATION, SELLER SHALL ADVISE BUYER OF VESSEL FULL DESCRIPTION INCLUDING: PREVIOUS NAME(S), ORIGINAL OWNERS' FULL STYLE, ALL DISPONENT OWNERS' FULL STYLE (IF ANY), PANDI, REGISTRY, HATCH + HOLDS FLAT TANK TOP DIMENSIONS, LAST THREE CARGOES, LAST THREE PORTS BEFORE BUYER'S LOADING PORT AND VESSEL'S FULL PORT ROTATION UP TO BUYER'S DISCHARGING PORT.
4. SELLER SHALL PROCURE THAT THE PERFORMING VESSEL IS FULLY COVERED AND WILL REMAIN SO THROUGHOUT THE DURATION OF THE VOYAGE WITH A PANDI CLUB THAT IS A MEMBER OF THE INTERNATIONAL GROUP OF PANDI CLUBS.
5. SELLER SHALL ENSURE THROUGHOUT THE DURATION OF THE VOYAGE THAT PERFORMING VESSEL AND/OR HER ORIGINAL OR DISPONENT(S) OWNERS AND/OR ANY OWNERSHIP IN THE CHAIN IS NOT DIRECTLY OR INDIRECTLY RELATED TO ANY RESTRICTED COUNTRY SUCH AS IRAN, CUBA, MYANMAR, NORTH KOREA, RUSSIA, SUDAN AND SYRIA AND ANY OTHER RESTRICTED COUNTRY AND IS FULLY IN COMPLIANCE WITH THE U.S. SANCTIONS ADMINISTERED BY THE U.S. OFFICE OF FOREIGN ASSET CONTROL (OFAC), THE HM TREASURY OF THE UNITED KINGDOM, THE UNITED NATIONS, THE EUROPEAN UNION AND / OR THE SWISS STATE SECRETARIAT FOR ECONOMIC AFFAIRS (SECO) APPLICABLE SANCTIONS LEGISLATION.
6. SELLER SHALL FULLY INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, DEMAND AND ACTIONS ARISING FROM ANY SELLER'S BREACH OF THEIR OBLIGATIONS UNDER CLAUSE 5 ABOVE. BUYER SHALL HAVE NO LIABILITY IN CASE ITS PERFORMANCE HEREUNDER BE IMPEDED OR DELAYED DUE TO SELLER'S BREACH OF ITS OBLIGATIONS UNDER CLAUSE 5 ABOVE.
7. BUYER SHALL BE AT LIBERTY TO REJECT A VESSEL NOMINATION IF THE VESSEL IS OWNED OR CHARTERED BY AN ENTITY WHICH IS, OR ON REASONABLE GROUNDS IS BELIEVED WILL BE DURING THE DURATION OF THE CHARTER, SUBJECT TO ANY INSOLVENCY, RECEIVERSHIP, BANKRUPTCY, REHABILITATION, BUSINESS RESCUE OR OTHER EQUIVALENT PROCEEDINGS IN ANY JURISDICTION.
8. SELLER SHALL FULLY INDEMNIFY AND HOLD HARMLESS BUYERS AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, DEMAND AND ACTIONS ARISING FROM, OR IN CONNECTION WITH, THE ORIGINAL OR DISPONENT(S) OWNERS AND/OR ANY OWNERSHIP IN THE CHAIN OF PERFORMING VESSEL (I) NOT BEING IN SOUND FINANCIAL CONDITIONS AND/OR (II) THE SUBJECT OF ANY INSOLVENCY, RECEIVERSHIP BANKRUPTCY, REHABILITATION, BUSINESS RESCUE OR OTHER EQUIVALENT PROCEEDINGS IN ANY JURISDICTION, AT ANY TIME THROUGHOUT THE DURATION OF THE VOYAGE.
9. SELLER SHALL PROCURE THROUGHOUT THE DURATION OF THE VOYAGE THAT THE PERFORMING VESSEL IS CLASSIFIED WITH A CLASSIFICATION SOCIETY THAT IS A MEMBER OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS) WHICH ARE:
 - LLOYD'S REGISTER
 - AMERICAN BUREAU OF SHIPPING
 - BUREAU VERITAS
 - CHINA CLASSIFICATION SOCIETY

DUFERCO Special Steels Europe SA

- GERMANISSCHER LLOYD
 - POLISH REGISTER OF SHIPPING
 - KOREAN REGISTER OF SHIPPING
 - NIPPON KAIJI KYOKAI
 - NORSKE VERITAS
 - REGISTRO ITALIANO
 - INDIAN REGISTER OF SHIPPING
 - CROATIAN REGISTER OF SHIPPING
- OTHER REGISTERS ARE NOT ACCEPTABLE

10. SELLER SHALL PROCURE THROUGHOUT THE DURATION OF THE VOYAGE THAT PERFORMING VESSEL WILL NOT ENTER TERRITORIAL WATERS OF RESTRICTED AND/OR SANCTIONED COUNTRIES.
11. SELLER SHALL PROCURE THROUGHOUT THE DURATION OF THE VOYAGE THAT BOTH PERFORMING VESSEL AND VESSEL OWNERS/MANAGERS (THE COMPANY AS DEFINED BY THE ISM CODE) COMPLY IN FULL WITH REQUIREMENTS OF ISM CODE. FUTUREMORE VESSEL OWNERS AND THE VESSEL MUST BE FULLY ISPS COMPLIANT AND THE VESSEL HAS TO CARRY AN INTERNATIONAL VESSEL'S SECURITY CERTIFICATE (ISCC) ON BOARD. UPON REQUEST SELLERS SHALL PROVIDE A COPY OF RELEVANT DOCUMENT OF COMPLIANCE AND SAFETY MANAGEMENT CERTIFICATE TO THE BUYERS. SELLERS TO BE FULLY RESPONSIBLE FOR ANY LOSS, DAMAGE EXPENSE OR DELAY CAUSED BY FAILURE TO COMPLY WITH ISM CODE REQUIREMENTS.

OTHER SHIPPING CONDITIONS:

12. BILLS OF LADING TO BE GENCON 1994 OR GENCON 1978 SIGNED BY THE MASTER ONLY. MASTER'S NAME IS ALWAYS TO BE SPECIFIED. DISPONENT OWNERS BILLS OF LADING ARE NOT ALLOWED. BILL OF LADING TO INCORPORATE FOLLOWING SENTENCE: "THIS BILL OF LADING TO CONSTITUTE CONCLUSIVE EVIDENCE OF QUANTITY LOADED ON BOARD".
13. PRE-LOADING STOWAGE PLAN MUST BE TIMELY ADVISED TO BUYER AND CARGO LOTS MUST BE VERY CLEARLY SEPARATED IN HOLDS FOR DISCHARGE ORDER BY ORDER, SELLER IS FULLY RESPONSIBLE FOR DELIVERY B/L BY B/L NOT MIXED.
16. SHIPPING AGENTS AT DISCHARGING PORT TO BE NOMINATED BY THE BUYERS
17. SELLER SHALL SUPPLY SUFFICIENT DUNNAGE AND LASHING MATERIAL AND SHALL SECURE THE CARGO UP TO MASTER'S SATISFACTION AND SHALL ENSURE THAT VESSEL'S MASTER SIGNS MASTER'S LASHING CERTIFICATE BEFORE SAILING FROM LOADING PORT, CERTIFYING THAT THE STOWAGE, LASHING, DUNNAGE AND SECURING OF THE CONTRACTUAL CARGO IN QUESTION HAS BEEN PROVIDED AND IS DONE UP TO MASTER'S ENTIRE SATISFACTION AND THAT THE VESSEL IS DULY SEAWORTHY AND READY TO SAIL TO HER NEXT PORTS. ALL WOODEN PARTS OF DUNNAGE AND SEPARATION HAVE TO BE TREATED AND MARKED ACCORDING TO ISPM15 REQUIREMENTS, IT HAS TO BE FRESHLY TREATED NOT MORE THAN 5 DAYS BEFORE VESSEL'S ARRIVAL AND STORED IN THE PORT SEPARATELY AND AWAY FROM OLD INFESTED DUNNAGE PIECES.
18. DUNNAGE SUPPLIED BY CHARTERERS OR SHIPPERS AND LEFT ON BOARD AFTER COMPLETION OF DISCHARGE OPERATIONS TO BE DISPOSED BY THE VESSEL AND TO REMAIN OWNERS' PROPERTY, UNLESS RECEIVERS OR THEIR STEVEDORES LAY CLAIM TO SAME.

COVID CLAUSE CFR / CIF PURCHASES (if applicable)

SELLER TO ENSURE THAT THE VESSEL COMPLIES AT THEIR TIME AND EXPENSES WITH COVID-19 RESTRICTIONS AT DISCHARGING PORT, AND THE NOTICE OR READINESS BECOMES VALID ONLY WHEN THE VESSEL IS IN FREE SANITARY PRATIQUE

PURCHASE FOB CQD (if applicable)

DUFERCO Special Steels Europe SA

SELLER SHALL GUARANTEE ONE GOOD SAFE PORT ONE GOOD SAFE BERTH ALWAYS AFLOAT ALWAYS ACCESSIBLE AT LOADING PORT.

VESSEL TO BE SINGLE DECK BULK OR GENERAL CARGO CARRIER, MAXIMUM 30 YEARS OLD, GEARLESS VESSEL IS ACCEPTABLE. PERFORMING VESSEL TO BE NOMINATED BY BUYERS TO SELLERS AT LEAST 3 WORKING DAYS PRIOR TO HER ETA AT LOADING PORT. SUCH NOMINATION IS SUBJECT ONLY TO TECHNICAL SUITABILITY OF THE VESSEL FOR LOADING AT THE CONTRACTUAL LOADING PORT. SELLER SHALL CONFIRM OR COMMENT ON VESSEL'S SUITABILITY WITHIN 24 HOURS ON WORKING DAYS. IN THE ABSENCE OF SELLER'S RESPONSE WITHIN 24 HOURS, THE NOMINATION SHALL BE CONSIDERED AS ACCEPTED BY SELLER.

VESSEL'S NOTICE OF READINESS FOR LOADING SHALL BE TENDERED ANY TIME DAY OR NIGHT, INCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS, WHETHER IN PORT OR NOT, WHETHER IN BERTH OR NOT, WHETHER IN CUSTOMS CLEARANCE OR NOT, WHETHER IN FREE PRATIQUE OR NOT.

CARGO SHALL BE LOADED WITH CUSTOMARY QUICK DESPATCH. SELLER SHALL PROVIDE ALL NECESSARY PHYSICAL AND DOCUMENTARY MEANS TO GUARANTEE AN IMMEDIATE AND CONTINUOUS FLOW OF LOADING OF THE CARGO AS FAST AS VESSEL CAN RECEIVE. SHOULD ANY STOPPAGES AND/OR DELAYS OCCUR DUE TO SELLER'S OR SELLER'S SERVANTS' FAILURE TO COMPLY WITH THE ABOVE OBLIGATION, INCLUDING, BUT NOT LIMITED TO, LACK OF EXPORT DOCUMENTS OR FORMALITIES AND/OR CARGO DOCUMENTS AND/OR TRUCKS ALONGSIDE THE VESSEL, THEN DETENTION CHARGES WILL BE APPLICABLE ON SELLER'S ACCOUNT FOR ANY TIME LOST THEREBY AS DIRECT AND/OR SUBSEQUENT CONSEQUENCE.

SELLER SHALL SUPPLY SUFFICIENT DUNNAGE AND LASHING MATERIAL AND SHALL SECURE THE CARGO UP TO MASTER'S SATISFACTION AND SHALL ENSURE THAT VESSEL'S MASTER SIGNS MASTER'S LASHING CERTIFICATE BEFORE SAILING FROM LOADING PORT, CERTIFYING THAT THE STOWAGE, LASHING, DUNNAGE AND SECURING OF THE CONTRACTUAL CARGO IN QUESTION HAS BEEN PROVIDED AND IS DONE UP TO MASTER'S ENTIRE SATISFACTION AND THAT THE VESSEL IS DULY SEAWORTHY AND READY TO SAIL TO HER NEXT PORTS. ALL WOODEN PARTS OF DUNNAGE AND SEPARATION HAVE TO BE TREATED AND MARKED ACCORDING TO ISPM15 REQUIREMENTS, IT HAS TO BE FRESHLY TREATED NOT MORE THAN 5 DAYS BEFORE VESSEL'S ARRIVAL AND STORED IN THE PORT SEPARATELY AND AWAY FROM OLD INFESTED DUNNAGE PIECES.

DETENTION RATE SHALL BE DECLARED BY BUYER TOGETHER WITH PERFORMING VESSEL'S NOMINATION AND SHALL BE FINAL AND BINDING ON SELLER.

SHIPAGENTS SHALL BE NOMINATED BY SHIPOWNER/BUYER.

NOTWITHSTANDING ANYTHING ELSEWHERE CONTAINED IN THIS CONTRACT, STEVEDORING DAMAGES, IF ANY, SHALL BE FULLY SETTLED DIRECTLY BETWEEN SHIPOWNERS AND STEVEDORES BEFORE VESSEL'S DEPARTURE FROM DISCHARGE PORT, INCLUDING BUT NOT LIMITED TO ANY/ALL NECESSARY REPAIRS AS WELL AS TIME LOST AS DIRECT AND/OR SUBSEQUENT CONSEQUENCE. IN CASE SHIPOWNERS ARE UNABLE TO SETTLE DIRECTLY WITH STEVEDORES AS AFORESAID, THE SELLER SHALL REMAIN ULTIMATELY RESPONSIBLE FOR THE SETTLEMENT OF ANY STEVEDORING DAMAGE CLAIMS, WHICH SHALL TAKE PLACE NOT LATER THAN WITHIN 30 RUNNING DAYS AFTER RECEIPT OF SHIPOWNERS'/MASTER'S NOTICE OF SUCH DAMAGE.

OTHERWISE AS PER GENCON94 CHARTER PARTY CLAUSES, TERMS, AND CONDITIONS.

PURCHASE FOB CONTAINERS (if applicable)

CONTAINERS TO BE BOOKED BY THE BUYER ONLY AFTER RECEIPT FROM THE SELLER OF A DETAILED PACKING LIST IN EXCEL (PIECE BY PIECE) EVIDENCING THE WEIGHT, GRADE AND SIZE FOR EACH PIECE READY AT THE PLANT BEFORE TRANSPORTATION TO THE LOADING PORT TO BE STUFFED INTO CONTAINERS. IS THE EXPORTER'S / SUPPLIER'S RESPONSIBILITY TO ENSURE THAT THE CONTAINERS ARE STUFFED IN ACCORDANCE WITH THE MAXIMUM PAYLOAD (CARGO WEIGHT) CAPACITY OF CONTAINERS AND THE CARGO INTO CONTAINERS TO BE ADEQUATELY LASHED, SECURED AND DUNNAGED TO PREVENT SHIFTING, ANY DAMAGE CAUSED AT THE GOODS AND/OR AT CONTAINERS IS FOR SELLER'S ACCOUNT.

SHORT FORM / BLANK BACKED / HOUSE / FORWARDER BILL OF LADING NOT ACCEPTABLE.
BILL OF LADING SHOWING A FORWARDER AS CARRIER NOT ACCEPTABLE. UCP 600 ART. 14L NOT APPLICABLE.
ALL CHARGES RELATED TO CONTAINERS AT LOADING PORT ARE FOR SELLER'S ACCOUNT SUCH AS BUT NOT LIMITED TO TERMINAL HANDLING CHARGES (T.H.C.), STUFFING, HANDLING, ETC.

ALL WOODEN PARTS OF DUNNAGE AND SEPARATION HAVE TO BE TREATED AND MARKED ACCORDING TO ISPM15 REQUIREMENTS. ANY FAILURE AND/OR ANY CONSEQUENCE ARISING AT THE PORT(S) OF DISCHARGE, SHOULD STEVEDORES AND/OR RECEIVERS AND/OR AUTHORITIES FIND THE DUNNAGE INFESTED, TO BE FULLY FOR SELLER'S ACCOUNT INCLUDING BUT NOT LIMITED TO FINES, COSTS, TIME LOST.

QUALITY CLAIM

DUFERCO Special Steels Europe SA

CLAIMS IN RELATION TO QUALITY OR CONFORMITY OF THE GOODS SHALL ONLY BE VALID WHEN MADE IN ACCORDANCE WITH THIS QUALITY CLAIM SECTION.

ALL QUALITY CLAIMS IN RELATION TO GOODS ("**CLAIMED GOODS**") SHALL BE NOTIFIED IN WRITING AND RECEIVED BY THE SELLER WITHIN 60 DAYS FROM ARRIVAL AT DISCHARGE PLACE. WITHIN 10 DAYS FOLLOWING SUCH NOTIFICATION, THE BUYER SHALL, AT ITS OWN COST, DELIVER TO THE SELLER THE REPORT OF AN INDEPENDENT INTERNATIONAL INSPECTION COMPANY, CONTAINING THE FOLLOWING INFORMATION: DATE/NUMBER OF SHIPPING DOCUMENT(S); PURCHASE ORDER(S) AND/OR SPECIFICATION(S); NUMBER AND WEIGHT OF DELIVERED GOODS; WEIGHT AND QUANTITY OF GOODS CHECKED BY THE SURVEYOR; FULL DESCRIPTION OF DEFECTS AND QUANTITY OF CLAIMED GOODS.

QUANTITY CLAIM

CLAIMS IN RELATION TO QUANTITY OF THE GOODS SHALL ONLY BE VALID WHEN MADE IN ACCORDANCE WITH THIS QUANTITY CLAIM SECTION.

ALL QUANTITY CLAIMS SHALL BE NOTIFIED IN WRITING TO THE SELLER. ALL QUANTITY CLAIMS MUST BE SUPPORTED BY AN INDEPENDENT RECOGNISED SURVEYOR'S CONTROL CERTIFICATES AND ORIGINAL SCALE WEIGHT TICKETS CONDUCTED AT DISCHARGE PLACE. QUANTITY CLAIMS NOTIFICATION AND FAX COPIES OF SUPPORTING DOCUMENTS MUST BE RECEIVED BY THE SELLER NOT LATER THAN 35 DAYS AFTER ARRIVAL TO THE DISCHARGE PLACE AND ORIGINALS NOT LATER THAN 40 DAYS AFTER ARRIVAL AT DISCHARGE PLACE. A FRANCHISE OF +/- 0.5% IS ALLOWED IN CASE OF OVERAGE OR SHORTAGE AND SELLER OR BUYER MUST BE COMPENSATED ONLY FOR THE WEIGHT EXCEEDING THE +/- 0.5% FRANCHISE. IF PARTIAL SHIPMENTS ARE EFFECTED FOR THIS PURCHASE ORDER, QUANTITY CLAIMS MAY BE NOTIFIED FOR EACH PARTIAL SHIPMENT REGARDLESS OF THE ENTIRE QUANTITY TO BE SHIPPED UNDER THIS PURCHASE ORDER.

FORCE MAJEURE

1. A) IN THIS PURCHASE ORDER, "FORCE MAJEURE" MEANS EVENTS AS LISTED IN SUB CLAUSE B) OR C) BELOW PROVIDED THAT THEY PREVENT OR SUBSTANTIALLY DELAY THE SELLER OR BUYER ("RELEVANT PARTY") FROM PERFORMING ITS OBLIGATIONS UNDER THIS CONTRACT AND WHICH ARE EVENTS BEYOND THE RELEVANT PARTY'S REASONABLE CONTROL.

1 B) STRIKES ACT OF GOD, WAR, RIOT, PIRACY, CIVIL COMMOTION, COMPLIANCE WITH ANY LAW OR GOVERNMENTAL ORDER OR BINDING RULE OR REGULATION, COMPLIANCE WITH SANCTIONS AND EMBARGOES, FIRE, FLOOD, STORM OR CONSEQUENCES OF EPIDEMICS OR PANDEMICS; OR

1 C) FAILURE BY THOSE THIRD PARTIES WHO HAVE CONTRACTED WITH THE BUYER FOR THE PURCHASE OF THE GOODS TO COMPLY WITH THEIR CONTRACT OR THEIR FAILURE TO PROVIDE SUCH SERVICES OR FACILITIES TO THE BUYER AS REQUIRED UNDER THEIR CONTRACT (INCLUDING FOR THE RECEIPT AND OR TRANSPORT OF THE GOODS) AND WHICH FAILURES ARE OUTSIDE THE REASONABLE CONTROL OF THE BUYER .

2. IF EITHER PARTY IS PREVENTED OR SUBSTANTIALLY DELAYED IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER BY FORCE MAJEURE, THAT PARTY SHALL SERVE NOTICE IN WRITING ON THE OTHER WITHOUT UNREASONABLE DELAY, SPECIFYING THE NATURE AND EXTENT OF THE FORCE MAJEURE AND SHALL, SUBJECT TO SERVICE OF SUCH NOTICE AND PROVIDING REASONABLE PROOF OF THE EXISTENCE OF THE FORCE MAJEURE EVENT AND ITS EFFECT ON THE PARTIES' OBLIGATIONS AND TO SUB-CLAUSE 4 OF THIS CLAUSE, HAVE NO LIABILITY IN RESPECT OF THE PERFORMANCE OF SUCH OF ITS OBLIGATIONS AS ARE PREVENTED OR SUBSTANTIALLY DELAYED BY THE FORCE MAJEURE DURING ITS CONTINUATION AND FOR SUCH TIME AFTER IT CEASES AS IS NECESSARY FOR THAT PARTY, USING ALL REASONABLE ENDEAVOURS, TO RECOMMENCE ITS AFFECTED OPERATIONS IN ORDER FOR IT TO PERFORM THE MATERIAL OBLIGATIONS SO PREVENTED OR DELAYED BY THE OPERATION OF THE FORCE MAJEURE EVENT.

3. WHERE THE BUYER GIVES NOTICE OF FORCE MAJEURE UNDER (2) ABOVE IT SHALL BE UNDER NO OBLIGATION OR DUTY TO MITIGATE THE EFFECTS OF FORCE MAJEURE WHERE SUCH FORCE MAJEURE COMES WITHIN 1 (C) BY ATTEMPTING TO ARRANGE FOR THE OBLIGATION OR SERVICE TO BE PERFORMED BY THAT THIRD PARTY TO BE UNDERTAKEN BY ANOTHER PARTY AND WHETHER THAT OBLIGATION BE THE SAME OR A VARIATION OF THE SAME OBLIGATION OR SERVICE.

4. IF EITHER PARTY IS PREVENTED BY FORCE MAJEURE FROM PERFORMANCE OF ITS OBLIGATIONS FOR A CONTINUOUS PERIOD IN EXCESS OF TWO MONTHS, EITHER PARTY MAY TERMINATE THIS PURCHASE ORDER FORTHWITH ON SERVICE OF WRITTEN NOTICE ON THE OTHER PARTY, IN WHICH CASE NEITHER PARTY SHALL HAVE

DUFERCO Special Steels Europe SA

ANY LIABILITY TO THE OTHER EXCEPT IN RELATION TO OBLIGATIONS RELATING TO THE FORCE MAJEURE EVENT UNDER THIS CLAUSE.

5. THE PARTY CLAIMING TO BE PREVENTED OR DELAYED IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER BY REASON OF FORCE MAJEURE SHALL TAKE ALL REASONABLE STEPS TO BRING

THE FORCE MAJEURE EVENT TO A CLOSE OR TO FIND A SOLUTION BY WHICH THE PURCHASE ORDER MAY BE PERFORMED DESPITE THE CONTINUANCE OF THE FORCE MAJEURE EVENT

SANCTIONS

IN THE EVENT THAT EITHER (I) SELLER, OR ANY COMPANIES AFFILIATED WITH THE SELLER, OR ANY OF ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BECOME THE SUBJECT OF ANY SANCTIONS ADMINISTERED AND/OR ENFORCED BY THE US DEPARTMENT OF TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC), THE UNITED NATIONS, THE EUROPEAN UNION, HER MAJESTY'S TREASURY, THE SWISS STATE SECRETARIAT FOR ECONOMIC AFFAIRS (SECO) OR ANY OTHER RELEVANT GOVERNMENT AUTHORITY (COLLECTIVELY THE "SANCTIONS"), OR (II) ANY SANCTIONS AFFECT, OR THREATEN TO AFFECT, THE BUYER OR THE SELLER'S PERFORMANCE UNDER EXECUTED PURCHASE ORDER(S), THE BUYER SHALL BE ENTITLED TO SUSPEND PAYMENTS UNDER THE PRESENT PURCHASE ORDER AND/OR TERMINATE THE PRESENT PURCHASE ORDER AT ANY TIME WITH IMMEDIATE EFFECT. FOR AVOIDANCE OF DOUBT, ANY PREPAYMENT OF THE GOODS MADE BY BUYER TO SELLER UNDER THIS PURCHASE ORDER SHALL BE IMMEDIATELY RETURNED TO BUYER, UPON BUYER'S WRITTEN REQUEST.

LICENSES AND TAXES (IF APPLICABLE)

EXPORT LICENSES REQUESTED BY THE SUPPLIER'S COUNTRY AUTHORITIES AS WELL AS VAT REDUCTION OR EXPORT TAXES REVISION APPLIED BY THE SUPPLIER'S COUNTRY AUTHORITIES SHALL NOT AFFECT ANY TERMS AND CONDITIONS AGREED UPON BY SELLER AND BUYER UNDER THIS PURCHASE ORDER.

NO RUSSIAN SUBSTRATE

THIS CLAUSE SHALL OPERATE FOR (I) STEEL PRODUCTS DESTINED TO BE IMPORTED IN THE EUROPEAN UNION, IN COMPLIANCE WITH REGULATION 833/2014 OF THE EU COMMISSION AND ANNEX XVII TO REGULATION 833/2014, (II) STEEL PRODUCTS DESTINED TO BE IMPORTED IN THE UNITED KINGDOM, IN COMPLIANCE WITH REGULATION 461B OF THE RUSSIA (SANCTIONS) (EU EXIT) REGULATIONS 2019, AND SCHEDULE 3B OF THE RUSSIA (SANCTIONS) (EU EXIT) REGULATIONS 2019.

THE SELLER UNDERTAKES TO (I) USE NON RUSSIAN SUBSTRATE TO MANUFACTURE THE GOODS AND (II) ON DELIVERY, PROVIDE THE BUYER WITH A MILL TEST CERTIFICATE (MTC) SHOWING THE FOLLOWING:

A) IN THE CASE OF SEMIFINISHED PRODUCTS:

THE MILL TEST CERTIFICATE (MTC) SHALL INCLUDE

- THE NAME OF THE FACILITY WHERE THE PRODUCTION IS TAKING PLACE,
- THE NAME OF THE COUNTRY CORRESPONDING TO THE HEAT NUMBER (COUNTRY OF THE LADLE OF MELTING) TOGETHER WITH THE CLASSIFICATION AT SUBHEADING LEVEL (SIX DIGIT CODE) OF THE PRODUCT.

B) IN THE CASE OF FINISHED PRODUCTS

THE MILL TEST CERTIFICATE (MTC) OR MILL TEST CERTIFICATES (MTCS) – IF ALL RELEVANT INFORMATION CANNOT BE SUMMARIZED IN ONE SINGLE MTC - SHALL INCLUDE:

- THE NAME OF THE COUNTRY AND THE NAME OF THE FACILITY CORRESPONDING TO THE HEAT NUMBER (COUNTRY OF THE LADLE OF MELTING) TOGETHER WITH THE CLASSIFICATION AT SUBHEADING LEVEL (SIX DIGIT CODE), AND
- THE NAME OF THE COUNTRY AND THE NAME OF THE FACILITY WHERE THE FOLLOWING PROCESSING OPERATIONS ARE CARRIED OUT, AS RELEVANT:

- HOT-ROLLING
- COLD-ROLLING
- HOT-DIPPED METALLIC COATING
- ELECTROLYTIC METAL COATING
- ORGANIC COATING
- WELDING
- PIERCING/EXTRUDING
- DRAWING/PILGERING
- ERW/SAW/HFI/LASER WELDING

THE SELLER FURTHER AGREES TO PROMPTLY UPON BUYER'S REQUEST PROVIDE THE BUYER WITH ANY OTHER DOCUMENTATION PERTAINING TO THE ORIGIN AND TRACEABILITY OF THE SUBSTRATE USED TO MANUFACTURE THE GOODS.

CBAM REPORTING OBLIGATIONS FOR MATERIAL TO BE IMPORTED IN EU

DUFERCO Special Steels Europe SA

A) THE GOODS TO BE DELIVERED UNDER THIS CONTRACT ARE DESTINED TO BE IMPORTED IN THE EUROPEAN UNION AND ARE THUS SUBJECT TO REGULATION (EU) 2023/956 AND ITS IMPLEMENTING ACTS, ESTABLISHING A CARBON BORDER ADJUSTMENT MECHANISM (THE "CBAM REGULATION").

B) PROMPTLY UPON SHIPMENT OF THE GOODS AND IN ANY EVENT WITHIN 15 DAYS FROM SHIPMENT DATE, THE SELLER SHALL PROVIDE TO THE BUYER SUCH INFORMATION, DOCUMENTATION AND DATA, AS THE BUYER INFORMS THE SELLER IS NECESSARY FOR THE IMPORTER OF THE GOODS TO COMPLY WITH THE OBLIGATIONS

SET OUT IN THE CBAM REGULATION, INCLUDING BUT NOT LIMITED TO FILLING OUT QUESTIONNAIRES OR FORMS (E.G. ANY CBAM COMMUNICATION TEMPLATE FOR DATA COLLECTION) (THE "CBAM REQUIRED DATA"). IN CASE THE SELLER IS NOT THE PRODUCER OF THE GOODS, IT SHALL PROCURE FROM ITS OWN SUB-SUPPLIERS (INCLUDING BUT NOT LIMITED TO THE PRODUCER OF THE GOODS) THE CBAM REQUIRED DATA.

C) THE SELLER REPRESENTS AND WARRANTS THAT THE CBAM REQUIRED DATA ARE TRUE, ACCURATE AND COMPLETE.

D) THE SELLER ACKNOWLEDGES THAT: (I) THE BUYER IS AUTHORIZED BY THE SELLER TO DISCLOSE THE CBAM REQUIRED DATA TO SUCH CUSTOMS AND OTHER REGULATORY AUTHORITIES AS IS REQUIRED AND/OR THE IMPORTER OF THE GOODS, AS APPLICABLE; AND (II) THE BUYER SHALL TREAT SUCH CBAM REQUIRED DATA ACCORDING TO APPLICABLE DATA PROTECTION REGULATIONS.

E) THE SELLER SHALL INDEMNIFY AND HOLD THE BUYER HARMLESS AGAINST ANY AND ALL DAMAGES, LIABILITIES, THIRD-PARTY CLAIMS, ANY AND ALL FINES AND PENALTIES IMPOSED BY A COMPETENT AUTHORITY, COST OF DEFENCE AND ANY AND ALL OTHER COSTS, DIRECTLY OR INDIRECTLY, RESULTING FROM THE SELLER'S BREACH OF THIS CLAUSE.

ASSIGNMENT

NEITHER PARTY HAS THE RIGHT, WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY TO ASSIGN THE PRESENT PURCHASE ORDER TO ANY THIRD PARTY WITH THE EXCEPTION OF BUYER WHO MAY ASSIGN THE RIGHTS OF THE PURCHASE ORDER TO ANY ENTITY FINANCING IT OR ONE OF ITS GROUP COMPANIES OR A FINANCING VEHICLE ESTABLISHED BY IT OR ITS GROUP COMPANIES FROM TIME TO TIME.

FORBEARANCE

THE BUYER'S RIGHTS SHALL NOT BE PREJUDICED OR RESTRICTED BY ANY INDULGENCE OR FORBEARANCE EXTENDED TO THE SELLER AND NO WAIVER BY THE BUYER IN RESPECT OF ANY BREACH SHALL OPERATE AS A WAIVER IN RESPECT OF ANY SUBSEQUENT BREACH.

AMENDMENTS

ANY AMENDMENT OR VARIATION TO THIS PURCHASE ORDER SHALL ONLY BE VALID IF IN WRITING AND SIGNED BY BOTH THE SELLER AND THE BUYER.

INSOLVENCY OR BANKRUPTCY PROCEDURE OF THE SELLER

IN THE EVENT ANY STEP TOWARDS AN INSOLVENCY PROCEDURE IS TAKEN BY OR IN RELATION TO THE SELLER, OR THE SELLER ENTERS INTO AN AGREEMENT OR ACCOMODATION GENERALLY WITH ITS CREDITORS THE BUYER SHALL BE ENTITLED, WITHOUT PREJUDICE TO ITS OTHER RIGHTS OR REMEDIES PROVIDED FOR BY THE APPLICABLE LAW, TO SUSPEND PAYMENTS UNDER THIS PURCHASE ORDER. ANY SUCH SUSPENSION BY THE BUYER SHALL NOT RELIEVE THE SELLER OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER.

ENTIRE AGREEMENT

UNLESS VARIED IN ACCORDANCE WITH ITS TERMS, THIS PURCHASE ORDER, TOGETHER WITH ITS RECITALS AND ANNEXES, WHICH CONSTITUTE AN INTEGRAL PART HEREOF, CONSTITUTES THE EXCLUSIVE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES BETWEEN THE PARTIES OTHER THAN THOSE SET FORTH HEREIN SHALL BE BINDING ON THE PARTIES. THE TERMS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE ACCEPTED BY THE SELLER ON SIGNATURE OR BY ACCEPTING PERFORMANCE OR PERFORMING ANY OBLIGATION UNDER THE PURCHASE ORDER.

ALL OFFERS ARE MADE AND ORDERS FOR THE GOODS ACCEPTED SOLELY ON THE BASIS OF THE TERMS OF THIS PURCHASE ORDER IRRESPECTIVE OF WHETHER AND WHEN ALTERNATIVE TERMS ARE SUBMITTED BY THE SELLER.

NOTWITHSTANDING THE ABOVE, THIS PURCHASE ORDER MAY BE EXECUTED IN ONE OR MORE COPIES AND MAY BE EXCHANGED BY EMAIL OR FACSIMILE, WITH EACH CONSIDERED TO BE VALID AND BINDING BETWEEN THE

DUFERCO Special Steels Europe SA

PARTIES. THE PARTIES AGREE THAT THIS PURCHASE ORDER MAY BE EXECUTED BY EITHER PARTY BY MEANS OF AN ELECTRONIC SIGNATURE (IN ANY FORM) WHICH SHALL HAVE THE SAME FORCE AND EFFECT AS A MANUSCRIPT SIGNATURE AND NEITHER PARTY MAY CHALLENGE THE VALIDITY OF THIS PURCHASE ORDER DUE TO THE LACK OF A MANUSCRIPT SIGNATURE.

NO HARDSHIP

SELLER AND BUYER ARE BOUND TO PERFORM THEIR CONTRACTUAL DUTIES EVEN IF EVENTS HAVE RENDERED PERFORMANCE MORE ONEROUS THAN COULD REASONABLY HAVE BEEN ANTICIPATED AT THE TIME OF THE CONCLUSION OF THIS PURCHASE ORDER. IN PARTICULAR, WITHOUT LIMITATION, NO HARDSHIP WITHDRAWAL OR TERMINATION OR RENEGOTIATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER IS THEREFORE ALLOWED IN CASE OF PRICE FLUCTUATIONS IN THE MARKET.

TRADE RELATED INVESTIGATIONS

IN CASE THE GOODS BECOME THE SUBJECT OF A TRADE RELATED INVESTIGATIONS (INCLUDING ANTI-DUMPING, ANTI-SUBSIDY OR ANTI-CIRCUMVENTION INVESTIGATIONS) AND DUTIES ARE APPLIED, OR THREATENED TO BE APPLIED, TO SUCH GOODS IN THE DESTINATION COUNTRY, UPON BUYER'S REQUEST THE SELLER AND THE BUYER SHALL AGREE ON HOW TO REASONABLY MODIFY THE AGREED QUANTITIES OF GOODS (INCLUDING THEIR SPECIFICATIONS AND DESTINATION) FOR THE INCOMING SHIPMENT/S. SHOULD THE SELLER AND THE BUYER FAIL TO AGREE ON SUCH CHANGE WITHIN 15 DAYS FROM BUYER'S REQUEST, THE BUYER SHALL BE ENTITLED TO TERMINATE, EITHER PARTIALLY OR ENTIRELY, THIS PURCHASE ORDER.

APPLICABLE LAW

THIS PURCHASE ORDER IS GOVERNED, CONSTRUED, INTERPRETED IN ACCORDANCE WITH THE LAWS OF BELGIUM IN EVERY RESPECT WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS OF APRIL 11, 1980 AND THE CONFLICT OF LAW RULES.

ARBITRATION

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER AND ANY DOCUMENTS RELATED TO IT, OR ITS SUBJECT MATTER, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE VALIDITY OR TERMINATION SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION UNDER THE RULES OF THE BRUSSELS COURT OF ARBITRATION [BCA], WHICH RULES SHALL BE DEEMED TO BE INCORPORATED BY REFERENCE TO THIS CLAUSE. THE NUMBER OF ARBITRATORS SHALL BE ONE APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE SEAL OR LEGAL PLACE, OF ARBITRATION SHALL BE BRUSSELS. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH OR FRENCH.

NOTWITHSTANDING THE FOREGOING, THE PARTIES SHALL BE ENTITLED TO RESORT TO LOCAL COURTS FOR ANY INTERIM INJUNCTION OR JUDICIAL ORDER THAT MAY BE NECESSARY TO ENFORCE THEIR RESPECTIVE RIGHTS UNDER THIS PURCHASE ORDER.

FABRIZIO CANNAVÒ**(CEO)**

THE ABOVE SIGNED REPRESENTS THAT
HE/SHE IS DULY AUTHORIZED TO SIGN FOR
AND ON BEHALF OF DUFERCO SPECIAL STEELS EUROPE SA
[.....]

THE ABOVE SIGNED REPRESENTS THAT
HE/SHE IS DULY AUTHORIZED TO SIGN FOR
AND ON BEHALF OF