

GENERAL CONDITIONS OF SALE
ArcelorMittal Distribution Solutions Poland Sp. z o.o.
effective from 1 January 2015

1. GENERAL PROVISIONS

- 1.1. These General Conditions of Sale (hereinafter: GCS) apply to all contracts for the sale of goods and services involving the participation of ArcelorMittal Distribution Solutions Poland Sp. z o.o. (hereinafter referred to as the Seller). These GCS are an integral part of each contract, any change hereof must be made in writing under pain of nullity.
- 1.2. The Buyer is obliged to read the GCS before placing an order. Placing an order by the Buyer is tantamount to accepting the GCS by the Buyer at the time of order placement. In the event that the Buyer declares that it does not accept these GCS, the Seller will be entitled to withhold release of the goods until the Buyer submits a written statement about the acceptance of GCS.
- 1.3. Changes or supplements to the GCS, as well as any other arrangements between the Parties pertaining to the delivery must be made in writing under pain of nullity. In the event of making oral agreements, they will be binding provided that both Parties sign a written confirmation no later than on the next business day.
- 1.4. In the event of discrepancy between the terms and conditions agreed by the Parties in a contract and these GCS, the conditions laid down in the contract concluded by the Parties shall apply as prevailing, before these GCS.

2. INFORMATION CONCERNING THE GOODS

- 2.1. All technical information concerning steel grades, conversion factors, sizes and quality derived from catalogues, brochures and other advertising materials is approximate and serves informational purposes only. Such information is binding upon the Seller if it is expressly confirmed by the Seller.
- 2.2. The Buyer is obliged to know the technical parameters of the ordered goods. The Seller, if it is expressly specified in the contract, must submit a certificate confirming compliance of the order with the delivery.

3. ORDERS

- 3.1. The Buyer is obliged to provide the Seller with a written order (letter, fax, e-mail) for goods or services. Placing an order within the meaning of these GCS is tantamount to making an offer to conclude a purchase contract by the Buyer.
- 3.2. Prior to placing the first order, the Buyer shall provide copies of registration documents confirming its status as an entrepreneur (entry in the register of economic activity or an extract from the National Court Register, NIP [Tax Identification Number] certificate and a document confirming the assignment of REGON state statistical number).
- 3.3. The Seller's confirmation of the order acceptance or signing of the contract by both Parties is tantamount to conclusion of a sales contract. In case of changes to the price or delivery date specified in the order confirmation, the contract is concluded at the time of confirming the changes in the order by the Buyer and the Seller.
- 3.4. In justified cases, the Seller has the right to refuse to accept the order, in particular if the Buyer is in arrears with the payment of outstanding liabilities to the Seller or another

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company of the ArcelorMittal group.

4. PRICES

- 4.1. The price of goods is determined on the basis of arrangements in force at the date of submitting an order.
- 4.2. Oral agreements and declarations of the Seller's employees are binding upon the Seller only if they are confirmed in writing, under pain of nullity.
- 4.3. In the event of changes to the charges and costs beyond the control of the Seller and affecting the price, arising in the period between the conclusion of contract and delivery, the Seller reserves the right to change prices to a relevant extent. Price change requires the consent of the Buyer. If the Buyer does not consent to the change in price, the Seller is entitled to withdraw from the concluded contract without bearing any liability and costs associated with withdrawal.
- 4.4. All given prices are net prices, to which VAT must be added. Prices are established for EXW warehouse of the Seller, unless the Parties have agreed otherwise.

5. TERMS OF PAYMENT

- 5.1. The Seller states the payment deadline in order confirmation. This time limit will be in each case specified in days and calculated from the date of issuance of invoice.
- 5.2. The payment date shall be the date of crediting the bank account of the Seller with the amount due or of making the payment at the Seller's cash register.
- 5.3. The Seller has the right to require the Buyer to make an advance payment, a deposit or prepayment for the ordered goods or to provide satisfactory security for the payment, e.g. bank or insurance guarantee.
- 5.4. If the Buyer is obliged to make an advance payment, a deposit or prepayment, the failure to make such a payment within 3 working days from the order confirmation date shall entitle the Seller to unilaterally withdraw from the contract without setting an additional payment deadline for the Buyer. In the event of withdrawal from the contract, the Seller does not bear any liability and costs on this account, in particular for damages arising in connection with the withdrawal.
- 5.5. Upon the Buyer's failure to pay the amount due within the deadline, exceeding the allowable debt limit or termination of the limit by the insurer, the Seller has the right to:
 - a) change the conditions of sale (e.g. introduce prepayments), and
 - b) withhold the execution of orders or demand payment of the price by the Buyer before the release of goods under other already accepted orders.
- 5.6. In case of delay in payment the Seller shall be entitled to demand payment of interest at the maximum interest rate (Art. 359 §2¹ of the Polish Civil Code) or in the amount of statutory interest, depending on which is higher.
- 5.7. In the event that, after conclusion of the contract, the Seller receives information about the deterioration of the Buyer's financial situation, as a result of which the Buyer may be unable to meet the claims of the Seller, the Seller is entitled to demand immediate settlement of all

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claims by the Buyer, both outstanding and unmatured debts.

- 5.8. Unless the Buyer explicitly specifies otherwise, payments made by it are set off against incidental dues (especially interest) in the first place, and only then against principal dues determined by the Seller.
- 5.9. The Seller shall be entitled to transfer the claims it has against the Buyer to a third party without the consent of the Buyer.
- 5.10. Filing a complaint does not entitle the Buyer to withhold payment for the execution of delivery.
- 5.11. The Buyer is obliged to immediately notify the Seller in writing, under pain of nullity, about each change of registered office, business name, legal form of business and mailing address. Failure to notify the Seller shall result in recognising the notifications made by the Seller using the data recently obtained from the Buyer as properly delivered and effective.

6. TERMS OF DELIVERY

- 6.1. The Parties agree the delivery date in the order and order confirmation document.
- 6.2. If an order is made for steel products currently unavailable in the Seller's warehouse, then the Seller shall promptly notify the Buyer of the earliest order execution date possible.
- 6.3. Order execution date means the date when the product is ready to be collected from the Seller's warehouse, unless the Parties agree on another form of delivery.
- 6.4. Delivery date shall be deemed complied with by the Seller, if the Seller reports the readiness of goods to be collected on the agreed day, even if the actual receipt of goods occurs at a later date for reasons beyond the control of the Seller.
- 6.5. The Seller may deliver the goods to the Buyer to the address specified in the order, using the services of transport companies for this purpose.
- 6.6. The costs of delivery of the goods to the address specified in the order shall be borne by the Buyer.
- 6.7. The Buyer is responsible for immediate unloading of goods. The costs resulting from the unjustified waiting period before unloading the goods shall be borne by the Buyer.
- 6.8. In case of cancellation, revocation of or withdrawal from the order, the Buyer is obliged to cover all costs incurred by the Seller in connection with such a cancellation, revocation or withdrawal by the Buyer.
- 6.9. The following circumstances exempt the Parties from any and all liability for the damage done: force majeure or any other circumstances beyond the control of the given Party, such as labour disputes, strikes, stoppages, customs, currency and energy restrictions, widespread commodity shortages, extraordinary decisions of the authorities, as well as shortcomings and delays in order execution by the Seller's suppliers. The Party that invokes these circumstances is obliged to immediately notify the other Party in writing of their occurrence and termination.

7. SCOPE OF RESPONSIBILITY

- 7.1. If the goods are shipped to the address indicated by the Buyer via carrier appointed by the Seller, the benefits and burdens associated with the goods and the risk of accidental loss or damage to the goods are transferred to the Buyer upon releasing the goods to the Buyer. If

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at the time of collecting the goods from the carrier, the Buyer finds a discrepancy between the goods actually delivered and the goods specified in the transport documents, or discovers that the goods are damaged, it should immediately write down any objections on a copy of the carrier's shipping list or on the specification of goods, under pain of losing the right to claim such irregularities at a later date. These activities are aimed at establishing the principles and scope of the potential liability of the carrier. The Buyer's failure to comply with these terms shall be understood as:

- a) the Buyer's resignation from its rights arising from the shortcomings and defects in the goods, and
- b) the Buyer's consent to the amendment of contract in the part concerning the designation of its subject matter and the price – in case of discrepancies between the goods supplied or their quantity and the information specified in the shipping list or specification.

- 7.2 If the Buyer collects the goods using its own transport, the benefits and burdens associated with the goods and the risk of accidental loss or damage to the goods are transferred to the Buyer upon releasing the goods to the Buyer at the Seller's warehouse.

8. QUALITY

- 8.1. The Buyer is responsible for ensuring that the technical data and information concerning the quality and quantity of goods provided to the Seller suit its needs.
- 8.2. If the order does not specify conformity of the goods with the standard or does not contain a description of the desired quality of the goods, the Seller shall deliver ordinary commercial goods to the Buyer, without taking responsibility for any special quality requirements.
- 8.3. The Seller will provide the Buyer with appropriate approvals and certificates relating to the goods, if such a requirement is specified in the order. The Seller is responsible for the relevance of submitted documents to the steel delivered.
- 8.4. The Seller reserves the right to collect fees for issuing an approval in accordance with the valid price list. The fee will be each time re-invoiced to the Buyer.

9. QUANTITY

- 9.1. The Seller reserves the right to the margin of error of +/- 10% with regard to the quantity of goods specified in the order, compared to the total amount of the material supplied, unless the Parties agree otherwise.
- 9.2. The goods are sold in a unit of measurement in which they are offered. If the goods are sold by weight (the unit of measurement will be a tonne or kg), they can be sold per actual, theoretical or commercial weight, according to the Seller's offer.
- 9.3. It is the Buyer's responsibility to check the quantity of released goods while collecting them. In the event of quantitative complaints, the complaint will be processed provided that the Buyer included annotations in the stock issue confirmation on the type of damage to the purchased goods (missing or damaged goods). Annotation in the stock issue confirmation must be signed by the driver who delivered the goods.

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10. GUARANTEE

- 10.1. It is the Buyer's responsibility to check the quality of released goods while collecting them.
- 10.2. The Seller grants a guarantee of quality for the delivered goods to the Buyer on the terms set out in these GCS and the contract, excluding the provisions of the Polish Civil Code.
- 10.3. The guarantee is granted for a period specified in the sales contract, calculated from the date of release of goods to the Buyer.
- 10.4. The Seller is liable only for the defect that is revealed during the guarantee period and which the Buyer notifies the Seller about within the guarantee period immediately after manifestation of such a defect, but not later than within 7 days after its manifestation, taking into account the provisions of item 10.5. Lack of notification by the Buyer of the defect found within the specified time limit in the guarantee period excludes the Buyer's claims under guarantee.
- 10.5. The Buyer has the right to file qualitative complaints:
 - a) relating to the obvious quality defects of the goods, i.e. defects visible to the naked eye and noticeable at the time of releasing the goods – the Buyer has the right to report such defects to the Seller in writing under pain of nullity, no later than at the time when the goods are released to the Buyer, under pain of losing the right to claim such defects at a later date and recognising that goods were released to the Buyer by the Seller without any quality defects and in accordance with the order;
 - b) relating to other defects than those listed above in item a) – the Buyer has the right to report such defects to the Seller within the guarantee period, within 7 days from the date of manifestation of the defects, under pain of losing the right to claim such defects at a later date and recognising that goods were released to the Buyer by the Seller without any quality defects and in accordance with the order.
- 10.6. Notification about a defect must include the appropriate documentation demonstrating the occurrence of the defect.
- 10.7. The Buyer is obliged to allow the Seller to inspect the goods subject to complaint, including sampling and technical inspection, under pain of losing guarantee claims.
- 10.8. If the processing of complaint requires an inspection or there is a need to appoint an expert to settle the disputes, the complaint period is extended by the time necessary to carry out these activities, but by no more than 60 days. The costs related to the activities carried out by the expert are borne by the Party indicated by the expert as responsible for the occurrence of the defect.
- 10.9. In the event of reporting a defect in the goods under guarantee, the Seller is obliged only to repair the goods or replace them with the goods free from defects. The Seller shall have the right to choose the appropriate guarantee service.
- 10.10. The Seller shall not be liable for any damages resulting from or arising in connection with the defect and the damage of goods subject to complaint. Furthermore, the Seller shall not be liable for lost profits of the Buyer.
- 10.11. The Seller shall repair or replace the goods with the goods free from defects within the period specified in the contract, and if the contract does not specify such period, then within 60 days from reporting the defect by the Buyer. If meeting this deadline proves impossible

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due to circumstances beyond the Seller's control, particularly because of the production technology used or the manner of carrying out the repair, then the time limit shall be extended for the duration of circumstances beyond the control of the Seller.

- 10.12. Exercise of the Buyer's rights under the guarantee, in particular pertaining to the repair of goods or their replacement with new, free from defects, performed by the Seller, does not result in an extension of the guarantee period or in starting the guarantee period over again.
- 10.13. Since the guarantee of quality is granted, the implied warranty for defects shall be excluded.
- 10.14. The goods processed by the Buyer in any way are not subject to guarantee of quality. The Seller shall not be liable for defects of goods resulting from their improper storage or further processing.
- 10.15. Filing a complaint does not entitle the Buyer to withhold payment for completed deliveries of goods.

11. RETURN OF GOODS

- 11.1 The Seller will not accept returns of goods for reasons attributable to the Buyer (e.g. wrong decision, cancellation of one of the items ordered, mistake made while ordering). In special cases, the Seller may depart from this principle and accept the returned goods. In such a case, the Seller will repurchase the returned goods from the Buyer at the sale price and the Buyer will bear the handling and transport costs.
- 11.2 Return of goods can take place only on the basis of previous arrangements and upon the acceptance of the Seller expressed in writing, under pain of nullity.
- 11.3 The returned goods will be accepted only if they are undamaged and identifiable as to the parameters described in certificates. In case of packaged goods, they must be returned in original and undamaged packaging.
- 11.4 Return of goods can take place within 1 month from the date of releasing the goods.

12. ANTI-CORRUPTION CLAUSE

- 12.1. The Buyer undertakes to comply with all laws and guidelines pertaining to the prevention or counteracting corruption, in force in the companies of the ArcelorMittal group.

13. CONFIDENTIALITY CLAUSE

- 13.1. The Buyer undertakes to keep confidential all information relating to the conclusion, content and execution of this Agreement.
- 13.2. The Parties may provide information on the conclusion, content and execution of this Agreement only to authorised authorities at their request and to entities associated with them by equity.
- 13.3. The obligation of confidentiality referred to in this paragraph shall be binding upon the Buyer for an indefinite period of time, also in case of expiry, dissolution or withdrawal from this Agreement.

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14. FINAL PROVISIONS

- 14.1 The provisions of these GCS pertaining to the supply of goods by the Seller shall apply to the provision of services by the Seller respectively.
- 14.2 Contracts for the sale of goods/services involving the Seller shall be subject to Polish law and the jurisdiction of Polish courts.
- 14.3. In the event that any provision of the GCS is declared null and void, ineffective or unenforceable, it shall not affect in any way the validity, effectiveness and enforceability of the remaining provisions hereof.
- 14.4 The competent court for the settlement of disputes arising from contracts involving the Seller shall be the court of jurisdiction over the Seller.
- 14.5. The Buyer is obliged to immediately notify the Seller in writing, under pain of nullity, about each change of registered office, business name, legal form of business and mailing address. Failure to notify the Seller shall result in recognising the notifications made by the Seller using the data recently obtained from the Buyer as properly delivered and effective.
- 14.6. These GCS shall apply from 1 January 2015. From this day, the previous versions of GCS shall be repealed.