

General Terms and Conditions of Sale (international standard SIAG – SIPRO International AG)

1. These General Terms and Conditions of Sale (hereinafter “General Terms and Conditions”) apply on all contracts and/or order confirmations and/or similar agreements (hereinafter together a “Contractual Agreement”) entered into by SIAG and a buyer, purchaser or orderer (hereinafter together a “Buyer”) about the sale and purchase of goods. However, terms and conditions agreed upon in a Contractual Agreement which deviate from these General Terms and Conditions prevail over these General Terms and Conditions.

2. SIAG warrants that all goods conform to the specifications contained in the Contractual Agreement.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

3. Except as otherwise provided in the Contractual Agreement or herein, SIAG shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage, or similar charges and all such charges shall be for the account of and be paid by Buyer. If such charges are included in the price, any increases in rates becoming effective after the date hereof shall be for the account of Buyer, unless expressly agreed between Buyer and SIAG.

4. All sales, use and other taxes (including any increases therein effective subsequent to the date hereof) in Buyer’s country only which SIAG may be required to pay or collect with respect to the goods covered by this order shall be for the account of Buyer, except as otherwise required by law.

5. SIAG shall not be responsible for any delay in delivery due to causes beyond the control of SIAG or SIAG’s supplier(s), including but not limited to, acts of God, war, mobilization, civil commotion, riots, embargoes, pandemics, domestic or foreign governmental regulations or orders, fires, floods, accidents, machinery breakdowns, quarantine, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or transportation, or inability to obtain timely delivery from SIAG’s supplier(s). In the event of delay in delivery due to any such causes, the time for delivery shall be extended automatically for a period of 30 days and, if applicable, Buyer shall extend all appropriate Letters of Credit for 30 days. If delivery is not made within such extended 30-day period, the contract shall be terminated upon notice of either party and without liability of either party to the other, except for payment of any monies then due to SIAG from Buyer; provided however, that in no event may Buyer cancel this order for delays in delivery due to force Majeure after goods have left point of shipment. For occurrences after the contract signing that are caused by the SIAG’s contracted producer and/or the availability of shipping and/or force majeure occurrences, the maximum commercial liability of the SIAG is limited to 2 (two) percent of the contract value.

6. Unless otherwise expressly stated, SIAG shall have the right to make delivery in instalments. All instalments shall be separately invoiced and paid as billed without regard to subsequent deliveries and no offset shall be allowed against the payment due for such instalment. Failure to pay for any instalment when due shall excuse SIAG from making further deliveries under this or any other contract. Delay in delivery of an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Delivery dates are approximate and are based on information from SIAG’s supplier(s).

7. SIAG shall not be liable for normal variations in tolerance, weights, dimensions, straightness, composition, mechanical properties, and quantities, except as may be otherwise specified in the Contractual Agreement. Buyer agrees surface and/or atmospheric rust on the goods, stained and/or wet before shipment and/or stored in an open area prior to loading and/or cargo loaded with and/or under snow conditions and/or stored in an open storage area at the port and exposed to snow and or rain, is normal unless otherwise specified herein, such as export packing.

8. Buyer’s failure to inspect or test the goods at the time of delivery shall preclude rejection of the goods if the basis for such rejection reasonably would have been disclosed by such inspection or testing. Buyer’s inspector shall be deemed Buyer’s agent with authority to waive test and inspection procedures. Any quantity/quality claim must be supported by an original survey report by a reputable and independent surveyor internationally recognised in the steel industry arranged at Buyer’s cost.

9. All claimed damage, nonconformities to contract specifications or defects (which are or reasonably should be discovered) and all claimed shortages in deliveries shall be recorded on dock delivery receipt(s) prior to removal of goods from pier by Buyer or inland bill(s) of lading and/or truck receipt(s) on goods delivered to Buyer's premises by SIAG, such bill(s) of lading and/or receipt(s) being hereafter referred to as "Documentary Support". All claims for damage, nonconformities to contract specifications, defects or shortages in deliveries shall be made promptly after such damage, nonconformities, defects, or shortages are or reasonably should have been discovered. All claims of whatever nature shall be made in writing sent by Buyer to SIAG by registered or certified mail, shall state with particularity the nature of the claim and shall be accompanied by Documentary Support. Failure to furnish such Documentary Support shall constitute an absolute bar to any claim. Full facilities shall be offered SIAG and its insurer for inspection and investigation of all claims. In no event may any claim be made more than 30 days from the discharge completion date. All goods subject to the alleged quality claim must be stocked separately, clearly marked, and must not be used for further processing until the claim is settled, unless SIAG agrees otherwise in writing within a reasonable time. If the goods subject to the alleged quality claim is processed or used otherwise, the quantity claim is forfeited.

10. In the event that a timely and bona fide claim is made in accordance with the Contractual Agreement and/or these General Terms and Conditions, SIAG shall have the right in its discretion either to replace the goods or to give Buyer an allowance therefore, and SIAG shall have no further liability with respect to the goods or their use. In no event shall SIAG's liability exceed the amount of the purchase price. SIAG shall under no circumstances be liable for lost profits, injury to goodwill or any other special, incidental, or consequential damages. Buyer's obligation to accept and pay for the balance of the goods delivered or to be delivered or to be delivered under the contract shall not be affected by any claim and in no event shall Buyer have the right to reject sound coils, bundles, packages, or other shipping units.

11. Default interest of 5% will be charged on all past due balances at SIAG's prevailing rates.

12. By entering into the Contractual Agreement, Buyer represents that it is solvent, and Buyer's signing of any delivery receipt (however denominated) furnished by Buyer to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. SIAG shall have the right to withhold delivery of any portion of the goods covered by the Contractual Agreement, or any other contract between SIAG and Buyer, in the event Buyer fails to make payment when due under any contract between Buyer and SIAG or in the event of Buyer's insolvency. Said action on the part of SIAG shall not release Buyer from its obligation to accept and pay for such remaining portion of the goods if and when shipped by SIAG. If at any time there is an adverse change in the financial condition or structure of Buyer or if Buyer becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect Buyer is filed, or if any lien arising from judicial process or otherwise, is placed upon any material asset of Buyer, then SIAG shall have the right to cancel the contract without liability on its part or to change the credit terms of the contract, including but not limited to requiring the payment of cash in advance of delivery. SIAG's remedies specified herein are cumulative and SIAG shall have any and all other remedies provided by law. Buyer grants SIAG a purchase money security interest in all goods delivered until payment in full is received and agrees to cooperate in the preparation, signing and filing of any documents necessary to substantiate or perfect SIAG's security interest.

13. Buyer warrants and represents that it shall remain fully responsible for observing anti-dumping norms, rules and procedures in the final destination country and any other market in which it may sell the goods. Any active resell in any other country than the final destination country shall be agreed with SIAG in advance and in writing. Should, nevertheless, a third-party claim that such anti-dumping norms, rules, and procedures are infringed and initiate proceedings against SIAG or the SIAG's supplier, SIAG shall notify Buyer of this fact in writing. It is expressly agreed that Buyer shall be involved in anti-dumping proceedings commenced in or by a country to which Buyer has supplied the goods. The Buyer shall bear all legal and other costs in connection with initiated proceedings. Buyer shall indemnify SIAG and/or SIAG's supplier (and their officers, directors, employees, shareholders, customers, agents, successors) against all and any loss, damages, liabilities, settlements, costs, and expenses (including but not limited to margin costs, legal expenses including any retroactive import duties imposed on Buyer and/or the SIAG's supplier regarding goods imported into the pertinent territory and the expenses of other professionals) resulting from a judgment, regulation, or settlement, provided such costs were not caused by gross negligence of SIAG.

14. In the event of Buyer's failure to fulfil any of its obligations under the Contractual Agreement or these General Terms and Conditions, Buyer shall reimburse SIAG for all costs and expenses incurred by SIAG in enforcing its rights and in recovering any and all resulting damages, including, but not limited to, reasonable attorneys' fees, costs and expenses of arbitration, litigation, collection, and enforcement of any arbitration award or judgment.

15. No claim or cause of action of any kind arising under the Contractual Agreement may be asserted more than one (1) year after the date on which such cause of action arises.

16. No claims Buyer might have under the Contractual Agreement may be assigned by Buyer without the written approval of SIAG. SIAG has the right to assign any claim it might have under the Contractual Agreement to any third party, affiliated or not, without the approval of Buyer.

17. The invalidity or unenforceability of any particular provision of the Contractual Agreement, these General Terms and Conditions or portion thereof shall not render invalid the remainder of this contract, the remainder of these General Terms and Conditions or the remainder of such referring provision.

18. The Contractual Agreement and these General Terms and Conditions constitute the entire agreement between SIAG and Buyer, all prior representation having been merged in the Contractual Agreement. No claimed change, termination, or waiver of any of the Contractual Agreement's and these General Terms and Conditions' provisions shall be valid unless agreed to in writing by SIAG and Buyer.

19. This contract shall be governed by and construed according to the laws of Switzerland, under the exclusion of the Vienna Sales Convention (CISG).

20. Any dispute, controversy or claim arising out of, or relating to these General Terms and Conditions and/or the Contractual Agreement, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.