



General Conditions of Sale

Valid for ArcelorMittal Hamburg GmbH, as from November 1st 2015

1. GENERAL PROVISIONS

(1) Our deliveries and services are performed solely on the basis of these general sales and delivery conditions. The buyer's purchase conditions are hereby rejected.

(2) Our sales and delivery conditions apply to all future transactions.

(3) Our offers are not to be considered binding. Our offers become binding only upon our written confirmation.

(4) The information, drawings, illustrations, technical data, weight, measurements and performance descriptions contained in the brochures, catalogues, circulars, advertisements, price lists, or in the documents associated with the offer, are not binding unless they have been expressly described as binding in the order confirmation. There are no guarantees for the quality of the purchased goods within the meaning of §§ 276, 443, 444 BGB (German Civil Code).

(5) These conditions also apply to transactions on the basis of trade clauses, particularly the Incoterms. They apply insofar as no other regulations have been set out in these trade clauses.

(6) All agreements between the parties, including amendments to these conditions, require written confirmation for later proof.

(7) Offers from the customer provided in electronic form should only be seen as accepted upon receipt of our express declaration. Our silence concerning such an offer does not constitute approval. The same applies to commercial letters of confirmation forwarded in electronic form.

2. PRICES, PAYMENTS AND GARANTEES

(1) The prices are, unless otherwise agreed, ex factory plus VAT at the respective statutory rate. Payment shall, in principle and unless otherwise agreed, be made by the 15th of the month following delivery from the factory without discount, in such a way that we have possession of the amount on the due date.

(2) A right of retention and a set-off right are available to the buyer only if there are undisputed or legally established counter-claims. Rights of retention must be based on the same contractual relationship. We are entitled to set off any claims which the buyer has toward us against all other claims, regardless of legal grounds, to which the buyer is entitled from ArcelorMittal Hamburg GmbH or the companies listed below. These are named at the end of the conditions. In this respect, the contractual parties are in agreement that the services are reciprocal.

(3) We accept discountable and properly taxed bills of exchange as payment, if this has been expressly agreed. The debt will only be repaid once the bills of exchange or cheques have cleared. Discount charges and all costs incurred in connection with the redemption of the exchange amount shall be borne by the buyer.

(4) If payment deadlines are not complied with, the statutory default interest at the statutory rate (8 percentage points above the base rate according to § 247 BGB) is due for the month in which payment was overdue. The right to prove higher damages is reserved.

(5) In the event of delayed payment, or if there is a justified concern regarding the endangerment of our claims due to deterioration in the creditworthiness of the buyer, we are entitled to prohibit the further

processing of the goods delivered, to rescind the contract and to demand the return of the goods. The resulting costs form part of the damages caused by delay. In such special cases, the buyer hereby irrevocably authorises us to enter their operational premises and remove the goods.

(6) The buyer can avoid the legal consequences named in Point 2.5 by providing collateral amounting to the extent of a potential payment claim by us.

In such an event we are also entitled to perform outstanding deliveries only upon receipt of advance payment or provision of collateral.

(7) If the buyer does not acquiesce to our demand for advance payment or providing collateral in accordance with 2.5 or 2.6, we are entitled to exercise our right of withdrawal and exclude compensation claims from the buyer.

(8) We have a claim to an amount of collateral customary for the type and scope of our claims, including those which are conditional or limited in time.

(9) In the event of delayed payment which suggests the buyer is insolvent, we are also entitled to withdraw without needing to set a deadline.

3. DIMENSIONS, WEIGHT AND QUALITY OF THE GOODS

(1) Deviations in dimensions, weight and quality are permissible according to DIN or customary business practice.

The weights are determined via weighing on our calibrated scales or by volume determination multiplied with the specific weight

Notes on 2.2:

ArcelorMittal Limited, London
ArcelorMittal S.A., Luxembourg
MittalSteel International Holdings B.V., Rotterdam
ArcelorMittal Long Carbon Europe S.A., Luxembourg
ArcelorMittal Duisburg GmbH, Duisburg

ArcelorMittal Germany Holding GmbH, Hamburg
ArcelorMittal Hochfeldt GmbH, Duisburg
ArcelorMittal Commercial Bars & Rods Iberica S.L., Barcelona
ArcelorMittal Commercial Bars & Rods France S.A., Amnéville
ArcelorMittal Commercial Sections S.A., Esch-sur-Alzette

ArcelorMittal Gandrange, Amnéville
ArcelorMittal Revigny
Commercial Long Deutschland GmbH, Köln
ArcelorMittal Wire Solutions Sales Germany GmbH, Köln
ArcelorMittal Ruhrort GmbH, Duisburg



and these are decisive in invoicing. The weight shall be proved by submission of the weighing record or submission of the calculation data.

The total weight of each consignment shall apply unless it is usually performed via individual weighing/calculation. If the individually calculated weights differ, they are distributed proportionally across the total weight.

4. PACKAGING

(1) It is customary in the industry for goods to be delivered unpackaged. Exceptions require separate provisions in the sales contract.

(2) If it has been decided for packaging to be used, the buyer shall bear the costs. Packaging and other transport equipment is not taken back.

5. ACCEPTANCE

(1) If acceptance has been arranged, it can only be carried out in the delivery plant and must take place after notification of readiness for acceptance. We assume factory-side acceptance costs; all other costs accrued in connection with the acceptance, or charges from third parties invoiced to us, shall be borne by the buyer.

(2) If special quality specifications have been agreed upon, the buyer is obliged to perform acceptance.

(3) If acceptance is not carried out in a timely manner, or is incomplete, at no fault of our own, we are entitled to carry out the delivery without acceptance or to store the goods at the buyer's own risk and expense.

6. SHIPPING, TRANSFER OF RISK AND PROOF OF EXPORT

(1) The shipment will be sent by truck, rail or ship. If agreed, it can also be picked up in person. We specify the shipping company or freight carrier, unless it has agreed that the customer shall collect the goods using his/her own truck. The risk is transferred to the buyer once the goods have been transferred to the shipping company or freight carrier or, at the latest, when they leave the plant or warehouse.

For sales on the basis of Incoterms, it shall be these terms that govern the transfer of risk. Insofar as we as the seller must bear the risk, our obligation to bear risk is limited to risks which are covered by normal insurance conditions.

Any other extenuating risks are borne by the client from the point at which the goods are transferred to the shipping company or freight

carrier or, at the latest, at the time they leave the warehouse.

(2) Goods ready for dispatch must be retrieved and picked up within four days, otherwise we are entitled to store them at the expense and risk of the buyer at our own discretion and to invoice said goods as delivered from the factory. The same shall apply if the buyer, for example, fails to order a ship in due time in accordance with his/her obligation, or if the loading or transportation of the goods is delayed for a reason for which the buyer is responsible.

(3) A damage report must be created by the buyer if damage is caused in transit.

(4) If a buyer, or person contracted by the buyer, who is not a resident of the Federal Republic of Germany is to collect the goods (extra-territorial buyer), and transports or sends them to this territory, the buyer shall provide us with the export certificate that is required for tax purposes.

For deliveries in other EU countries, the client must disclose the VAT identification number using which his/her income is taxed in the EU.

If this information is not provided, the buyer must pay the sales tax applicable for deliveries within the Federal Republic of Germany at the valid rate plus the invoice amount.

7. DELIVERY TIME AND DELIVERY DELAY

(1) The agreed delivery times begin on the date we confirm the order. They apply if the requirement for the timely clarification of all details of the order and timely fulfilment of all obligations of the buyer is satisfied; the same applies to delivery dates.

(2) If the buyer does not meet their contractual obligations in due time, for example, for the timely specification of the monthly quantities for contracts with ongoing delivery, including cooperation obligations or ancillary obligations such as initiating a letter of credit, provision of domestic or foreign certificates, making an advance payment, ordering a ship, etc.; we are entitled to postpone our delivery times and dates correspondingly and in accordance with the needs of our production process without affecting our rights concerning the buyer's delay in performance.

(3) The delivery dates are set based on the time at which the goods were dispatched from the factory, unless stipulated otherwise in the agreement. If the goods cannot be shipped on time at no fault of our own, the delivery dates will be seen as being complied with once they have been declared as ready for dispatch.

We are entitled to partial delivery unless this is unacceptable to the buyer.

(4) If we are prevented from fulfilling our obligations due to unforeseen events (acts of God) affecting us or our suppliers, which could not have been prevented using reasonable care due to the circumstances of the event, e.g. war, sovereign acts concerning trade, currency, politics or other types; civil unrest, natural disasters, accidents, other non-culpable operational disruptions such as machine/roller breakdown or fires and supply delays for essential raw preliminary materials, the delivery time shall be extended in accordance with the duration of the impediment and be assigned an appropriate start time. We can withdraw from the contract if delivery becomes impossible or unreasonable due to the impediment. The buyer has the same right if declaring official acceptance becomes unreasonable due to the delay. Strikes or lockouts are included as a form of impediment for which we cannot take responsibility within the meaning of this paragraph.

(5) If the buyer does not comply with the delivery times, s/he is only entitled to the rights from §§ 281, 323 BGB if s/he set an appropriate date for delivery which - insofar as it deviates from §§ 281, 323 BGB - came with the declaration that giving acceptance for the service would be declined once the set date had expired. The claim for fulfilment is excluded once the delivery date has passed without success.

8. DEFECTIVE GOODS; INCORRECT DELIVERY, GUARANTEE

(1) Obvious defects are to be reported to us in writing with one week of delivery, non-obvious defects are to be reported in writing within one week of their discovery, but no later than 12 months after delivery. After the buyer declares acceptance of the goods, claims of defects that were detectable via the agreed type of testing and inspection are excluded.

(2) The product is in conformity with the contract if it does not deviate, or only deviates in a minor way, from the agreed specifications at the time of transfer of risk; the degree to which our goods conform with the contract and are free from defects is determined solely in accordance with the express agreements on the quality and quantity of the goods ordered.

Guarantees for a special purpose or particular suitability shall be given only when this is expressly agreed; moreover, the risks concerning suitability and use are assumed by the buyer exclusively. We are not liable for any deterioration, destruction or improper treatment of the goods after the transfer of risk.

(3) The content of the agreed specifications and any expressly agreed usage purpose do not constitute a guarantee within the meaning of §§ 276, 443, 444 BGB, the giving of a guarantee requires the written form.



(4) If we are notified of defects promptly and these claims are justified, we will choose - with consideration of the needs of the customer - how to fulfil our obligation by either providing a replacement delivery or undertaking repairs.

If repairs should fail or replacement delivery cannot take place, particularly if a second delivery time set by the buyer expires unsuccessfully, the buyer can demand cancellation of the contract or a reduction in the purchase price. A failure in subsequent fulfilment is only assumed to exist if we, after being granted reasonable opportunity to perform repairs or provide replacements, fail to achieve the desired outcome, refuse or unreasonably delay you, if there is reasonable doubt as to the prospects of success, or if the expectation of achieving these results is unreasonable for any other reason.

(5) The claim for defects expires 1 year after delivery of the goods. This will not affect the statutory warranty periods for goods which have been rendered defective through being used in accordance with their conventional structural purpose.

(6) The buyer has no warranty rights for goods that are sold as downgraded material, e.g. so-called II a - material, with respect to the specified defect if it is one that is likely to arise in downgraded material.

9. TITLE RETENTION

(1) All goods delivered remain our property (goods subject to title retention) until all demands have been fulfilled, especially the relevant account balance requirements which are due to us from the buyer. This shall also apply to future and conditional claims such as those due to reverse bills of exchange.

(2) The processing and treatment of the goods to which we have reserved title is carried out according to § 950 BGB, without any obligation on our part. The processed and treated goods are considered to be goods for which we have retained title according to Point 9.1.

(3) If the goods to which we have retained title are processed, combined or mixed with other goods by the customer, we have co-ownership of the new inventory or items in proportion to the invoice value of the goods for which we have retained title in proportion to the invoice value of the other goods used. If our ownership expires through processing, combining or mixing, the customer shall transfer to us the new ownership rights currently in his/her possession for the new inventory or item, in proportion to the invoice value of the goods for which we have retained title, and in proportion to the invoice value of the other goods used, and will retain the new item/inventory in his/her safekeeping for us at no charge. Our co-ownership rights are considered goods for

which we have retained title under the terms of Point 9.1.

(4) The buyer may only resell the goods for which we have retained title within the course of normal business subject to the normal terms and conditions, and if s/he is not in arrears, has not agreed to title retention with his/her purchaser, and if the claims against the purchaser from the resale pursuant to Points 9.5 and 9.6 are not transferred to us. S/he is not authorised to otherwise dispose of the goods for which we have retained title. Use of the goods for which we have retained title to fulfil service contracts or contracts for work and materials is considered reselling.

(5) The buyer's claims from the resale of goods with reserved titles are hereby assigned to us; this also applies to the placement of the resale receivable into a current account for the respective amount and also for the respective balance claims. The assigned claims serve to secure the reserved title goods to the same extent.

(6) If the goods for which we have retained title are resold by the buyer combined with other goods not delivered by us, the resale claims and/or the respective balance claims are assigned to us in proportion to the invoice value of the goods for which we have retained title in proportion to the invoice value of the other goods used. For resold goods for which we have co-ownership shares pursuant to Point 9.2, a share of the receivables will be assigned to us in accordance with our share of the co-ownership rights.

(7) The buyer is entitled to collect resale receivables or balance claims unless we revoke the collection authority in the cases referred to in Point 2.6. On our demand, the buyer is obliged to inform his/her purchaser immediately that the receivables have been assigned to us and to provide us with the necessary information and documents to enable us to collect the receivables.

(8) The buyer is not entitled to assign the receivables to other parties in any case. This also applies to factoring transactions to which the buyer is also not entitled on the basis of the collection authority. However, we are willing to approve to factoring transactions in individual cases insofar as the buyer is not the final beneficiary of the proceeds and provided that the fulfilment of our claims would not be at risk.

(9) In the cases named under Point 2.5, we are entitled to prohibit the treatment, processing and resale of the goods for which we have retained title. In such cases, and if the buyer breaches the obligation under Point 9.4, we can withdraw from the contract and demand the return of said goods. As of the signing of this contract, the buyer grants us the irrevocable right to enter his/her operational premises and take back the goods for which we have retained title.

(10) If the value of the existing security collateral exceeds the secured receivables by more than 10% in total, then we are obliged to release the collateral at our discretion upon the demand of the buyer. The customer must inform us immediately in writing in the event of any seizure or other interference by third parties.

10. GENERAL EXCLUSION OF LIABILITY

(1) Further liability is excluded by us unless otherwise stated in these conditions. This limitation of liability does not apply to damages resulting from injury to life, limb or health, if we are responsible for the defects, and for other damages which are based on an intentional or grossly negligent breach of duty on our part. Furthermore, the limitation of liability does not apply if said limitation comprises damages which are typical or foreseeable, if significant contractual obligations are violated by us, or if we have provided a quality guarantee.

(2) Claims under the Product Liability Act remain unaffected.

11. OTHER PROVISIONS

(1) The place of fulfilment for deliveries and services is the location of the delivery plant, and for the payment obligation of the buyer, the location of the bank details stated on the invoice.

(2) The place of jurisdiction for all legal disputes, including bills of exchange and cheques, is our registered office. However, we can take legal action in the courts of the buyer's general place of jurisdiction.

(3) Should any of the provisions contained in this contract become ineffective, the other provisions remain legally binding. Should any such provision become ineffective, the contractual parties are obliged to replace said provision with an effective provision that ensures the equal success of both parties.

(4) All legal relationships between us and the buyer shall be governed solely by the laws of the Federal Republic of Germany, to the exclusion of the United Nations convention from 11/04/1980 on contracts for the international sale of goods (UN sales law - CISG).