1. ACCEPTANCE. Any Seller price quotation or pricing letter is for customer information only. Seller shall be bound only upon written confirmation of acceptance of an order at Seller’s principal office (address is shown on the face hereof). ALL CUSTOMER ORDERS AND ACCEPTANCES ARE EXPRESSLY CONDITIONED UPON ASSENT TO THESE TERMS AND CONDITIONS. NO OTHER TERMS, CONDITIONS OR PURCHASE AGREEMENTS, INCLUDING PAYMENT TERMS, TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE OR IN ANY CONTRACTUAL SUPPLY AGREEMENT ARE REJECTED. The Customer and Seller agree that any terms and conditions printed hereon are accepted in good faith by both parties as a part of final and binding contract conditions. Customer 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 Customer’s terms or conditions. Seller may commence performance in reliance on Customer’s acceptance of these Conditions of Sale.

2. LIMITED WARRANTIES. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR GUARANTEE NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products. Seller also warrants that products commenced performance in reliance on Customer’s acceptance of these Conditions of Sale and that all products sold hereunder. Seller makes no other warranty whatever, express or implied.

3. LIMITATION OF CUSTOMER’S REMEDIES. Except as further specifically limited by paragraphs below, if for any reason any product is defective or non-conforming, Seller has limited the obligation to repair or replace only those portions of products proven to have failed to meet in material respects the specifications on the Seller’s Order Acknowledgment or Invoice or to have been defective in quality or workmanship at the time of delivery. Alternatively, Seller may allow credit therefor for returned products returned in original packaging and condition. Claims arising from any product sold to Customer shall NOT in any case exceed the purchase price paid by Customer for such product. NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER CUSTOMER’S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, OR STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT CUSTOMER’S REMEDIES EXPRESSED IN THIS PARAGRAPHR ARE CUSTOMER’S EXCLUSIVE REMEDIES.

4. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM DELAYS IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.

5. FORCE MAJEURE. Seller reserves the right to delay or cancel the order of in accordance with materials, design, or specifications required by Customer, in which case Customer shall similarly indemnify Seller.

6. NUCLEAR APPLICATION EXCLUSION. It is expressly understood and agreed that Customer will not use, cause to be used or make available for use the products(s) described on the face hereof for nuclear applications, or in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project, unless written notice of the specific proposed or intended nuclear application has been given to Seller at the time of Customer’s offer for the product(s). Unless such notice has been given, any subsequent or unconcurrent application of the product(s) is wholly unauthorized and shall be deemed to be unknown, unforeseeable to and unintended by Seller. UNLESS SUCH NOTICE HAS BEEN GIVEN, CUSTOMER SPECIFICALLY AGREES THAT, AS TO NUCLEAR APPLICATIONS, THE PRODUCTS(S) FURNISHED BY SELLER ARE FURNISHED WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT FURTHER SPECIFICALLY AGREES THAT WITH RESPECT TO ANY NUCLEAR APPLICATION OF THE PRODUCTS(S) FOR WHICH SUCH NOTICE HAS NOT BEEN GIVEN, CUSTOMER WAIVES ALL REMEDIES AND ANY CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY STATUTORY OR COMMON-LAW CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, AGAINST SELLER, AND WILL INDEMNIFY AND HOLD SELLER HARMLESS.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Customer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without prior written consent of Seller. Seller reserves the right to select the mode of transportation. If previously agreed upon, Customer may pick up products that are current or past due, provided Customer does so within three (3) business days after Customer has been notified by Seller of the ready date. If Customer fails to pick up products within such (3) business day period, Seller reserves the right to ship to the designated Customer drop point FOB Mill with Seller’s actual freight and fuel surcharge costs, prepaid and added to the invoice for the products. In any such case, Seller shall notify Customer of any such changes as promptly as possible.

8. PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS. Customer represents that Customer is solvent and can and will pay for the products sold to Customer in accordance with the terms hereof. If Customer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Customer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller’s Credit Department. Seller reserves the right before making delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, Seller may terminate this contract. An interest charge of 1-1/2% monthly (18% per annum) or the maximum allowed by state law will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation allowances shall be subject to appropriate adjustment to reflect changes in transportation charges including but not limited to fuel surcharges. Customer agrees to provide delivery arrangements within three (3) business days of notice of the ready date. If Customer fails to provide arrangements within such three (3) business day period, Seller reserves the right to charge a fee equal to $100 per coil, per day to cover storage, cartage and other costs incurred by Seller in handling the products until delivery to the customer is completed. Customer agrees that the foregoing is a reasonable estimate of Seller’s anticipated per diem handling costs for case goods and/or claims by Customer for shortage of products or for products damaged during shipment, storage, or processing must be made within ten (10) days of receipt by Customer. Any claim that the products received by Customer do not conform in material respect to the specifications on the face of Seller’s Order Acknowledgment or Invoice must be made within sixty (60) days of receipt of shipment, which time period begins at the date Seller delivers the products to the carrier. In no event shall Seller’s commencement of performance be construed as acceptance of any of Customer’s terms or conditions.

10. PATENTS. Seller shall indemnify Customer against attorneys’ fees and any damages or costs awarded against Customer in the event any legal proceeding is brought against Customer by a third party claiming the material delivered hereunder in itself or by reason of its use, supplied for use or made available for use in any nuclear application of which Seller has notice. In the event that Customer shall similarly indemnify Seller.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Any data referring to mechanical properties or chemical analyses of any specimen obtained from a location of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the material tested at other locations.

12. TAXES. Seller shall indemnify Customer against taxes, costs or charges if any, whether or not supported by a tax assessing authority, and will reimburse Customer for any taxes paid or charged to Customer by Seller in connection with the products sold hereunder.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications, all of which are available at Seller’s website; www.aksteel.com

14. TECHNICAL ADVICE. Seller shall not be responsible for results of any technical advice in connection with the design, installation or use of the products sold hereunder.

15. TAXES. No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Customer as applicable.

16. SELLER’S RIGHT OF TERMINATION. If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

17. CONFLICTING PROVISIONS OFFERED BY CUSTOMER. Any terms and conditions of any purchase order or other instrument issued by the Customer in connection with the subject matter of this contract, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

18. STATUTE OF LIMITATIONS. Customer agrees that any action for a breach of contract, including any action for a breach of warranty, must be commenced within one (1) year after the cause of action accrues.

19. 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.

20. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. Customer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, exclusively in the Butler County Court of Common Pleas in Hamilton, Ohio.

21. CONFIDENTIALITY. The price and terms of this contract are confidential and may not be disclosed by Customer without the prior written consent of Seller.

AK STEEL CORPORATION - CONDITIONS OF SALE