

GENERAL TERMS OF SALE - V.NOV 2016**1. ACCEPTANCE OF OUR CONDITIONS AND CONTRACT**

Any Buyer, by placing an order, is supposed to know and fully accept our general terms of sale, which are hereinafter detailed and provided in advance to the recommended Buyer and available from our website www.unisteel-international.com. Hence, any first order is submitted to the Buyer's explicit acceptance of our general terms of sale.

Our hereinafter terms of sale are deemed accepted by our Buyers, even in the case when they contradict their own general or particular terms; we thus formally disclaim any provisions on any of our Buyers' documents, and consider our terms as prevalent in all cases.

Our offers are conditional and not binding, the contract being complete only after our signed written issuance and confirmation of a Sales Contract, by post, fax or email, within two weeks of receiving the orders.

2. QUALITY, DIMENSIONS, WEIGHTS, TOLERANCES

Unless otherwise stipulated, offers and commitments always refer to the quality of ordinary goods. We reserve, for the specified dimensions, the set tolerances - the weights of orders are approximate and submitted to a tolerance of 10%.

For purposes of invoicing, only the weights initially measured on the factory's weighing machines upon expedition of the goods are valid. The number of bars, bundles, is mentioned on the invoice only for the Buyer's information and without any commitment on our part, only the total weight being authentic.

3. TERMS OF DELIVERY, ACTS OF GOD, UNEXPECTED CIRCUMSTANCES

Unless otherwise expressly stipulated, our terms of delivery are given only for the Buyer's information and never mean any commitment to deliver on a set date. Late delivery can never result in our paying any damages or compensation, or in cancellations or account purchases.

Circumstances such as a strike, war, lock out, riots, mobilization, epidemics, bad weather, shortages of material or means of transport, fires, machine failures, suppliers' delays, organizational problems within our company, etc. are to be considered as acts of God when they cause delays and make deliveries very difficult. We shall not be forced to establish unpredictability, or irresistible circumstances, or impossibility of fulfilling the contract.

In the same way, important notifications resulting from the abovementioned disruptions may lead to an increase or decrease in the justified prices upon formal request.

4. SHIPPING AND TRANSPORTATION

We reserve the right to ship the sold goods to the Buyer's address if the latter does not provide the clear, complete and formal instructions that we are allowed to require.

The transportation of these goods, to the Buyer's address or to any places indicated by the Buyer, is always done in all good faith, at the Buyer's own expense and risk, whether the prices have been fixed as carriage-paid, FOB, CIF or C&F. We disclaim any responsibility for the regularity and quality of the means of rail, road, sea and river transportation.

5. INCOTERMS

ICC Incoterms 2010 are also an integral part of the contract and known by the Buyer.

6. CLAIMS

To be valid, any claim shall be made in writing within eight days of receipt of the goods. No claims can be made on processed material. Such claim must be supported by an internationally recognized independent surveyor agreed by both parties.

Under no circumstances will a claim ever be based upon the mentions about the aspect of the material as declared on the sea or river transportation documents. No claim, even if it is justified, shall allow the Buyer to delay payment or change its terms.

It is up to the Buyer to prove the identity of the goods.

Supposing that a claim is valid, we are forced at the most, within a period which we shall determine, to replace the defective goods which will be returned to us upon acceptance of the aforementioned claim; we exclude any damages, refund of expenses or compensation.

7. DESTINATION CLAUSE

Any change in the country of destination mentioned in the sales contract has to be agreed upon between both parties in writing.

Should Buyer re-export the goods without the written consent of Seller, the former shall compensate the latter for the difference in price levels in the markets invoiced. Buyer shall also pay an additional penalty to Seller amounting to 50% of the value of the goods.

It rests with the Buyer to prove that the destination clause has been respected.

8. DUTIES AND CHARGES

All taxes and duties in the destination country, including Anti-Dumping duties at time of delivery will be to the account of the Buyer.

9. WARRANTIES

At any time, we reserve the right to demand the Buyer sufficient additional warranties or financial collateral to cover all pending contracts and /or debts due or outstanding, without allowing him/her to claim compensation. The Buyer's refusal to offer these warranties allows us to cancel all or part of the order, without prejudice to our right to damages.

10. TERMS OF PAYMENT

Unless otherwise previously and expressly agreed, our invoices are payable when due and under the conditions agreed upon by the parties.

Without prejudice to any of our rights, any outstanding sum on due date bears interests, ipso jure and without prior formal notice, from the due date until effective payment of the total amount due; unless otherwise stipulated, this interest is 1% per month, each started month being considered as an acquired interest month.

In the same way, the Buyer will bear the losses from the exchange currency rate differences between the due date and that of the receipt of funds, based on the average rates of the invoiced currency and the United States Dollar (USD).

Failure to pay an invoice by the due date will result in the invoice being increased, automatically and without prior formal notice, by a lump sum compensation of 10% of the total amount, with a minimum of USD 150.

In addition, we reserve the right to consider the sale as cancelled automatically and without prior formal notice, and to keep the paid deposits as damages, without prejudice to our right to demand higher damages.

At any time, we have the right to draw drafts on the Buyer, who will not be allowed to refuse their acceptance.

11. ENFORCEABILITY AND TERMINATION

The non-fulfilment by the Buyer of one of his/her obligations (such as and not limited to late payments, rejection of drafts, protest, late LC opening...) and any event which might raise a fear of such non fulfilment (such as, but not limited to, cases of adjudication of bankruptcy, winding-up arrangement, negative advice from Seller's credit insurance, suspension of Seller's credit insurance cover on the Buyer, ...) gives the Seller the full right, without prior formal notice, to demand payment of any outstanding amount due by the Buyer, even for other Sales Contract and gives the full right to the Seller to cancel and/or suspend all or part of all other pending orders/contracts the Seller may have with the Buyer by simply notifying it to the Buyer, without prejudice to our right to damages.

12. SINGLE CONTRACTS

Should the Buyer fail to fulfil one of his/her obligations, we shall be allowed to consider all our other debts and Sales Contracts to the Buyer as an undivided whole, especially for exercising the right of retention, of the exception for non-fulfilment and of compensation.

13. RESERVATION OF TITLE

The goods shall remain our property, notwithstanding delivery, until full payment by the Buyer of all debts due or outstanding, all risks being payable by him/her. By extension, we take advantage of reservation of title even if the goods are transformed or resold by the Buyer. In the latter case the account receivable on the resale price is automatically transferred to us.

14. HARDSHIP

Events of Hardship are unforeseen events, caused by other reasons than Seller's serious fault, that result in a fundamental change to the economic or legal equilibrium of the sales contract resulting in an excessive burden on the Seller. Events of hardship include, and is not limited to, the breach of a contract by a third party, non-performance by the supplying steel mill, delay in delivery caused by accident of machinery or equipment, loss or damage before or after shipment, delays in inland transportation, shortage of rolling stock, congestion of shipping port, detention or delay of vessels for whatever cause.

In an event of Hardship to the Seller, Parties will negotiate alternative contract terms and conditions which reasonably allow for the consequences of the event. If no alternative contract terms can be agreed, Seller will be entitled to cancel the sales agreement, without being liable for damages or for any indemnity to Buyer.

15. CHOICE OF LAW AND DISPUTE RESOLUTION

Any dispute arising out of or in connection with this agreement shall be first amicably solved by mutual discussions. If no settlement can be reached, the case in dispute shall then be submitted for arbitration with the UNCITRAL (United Nations Convention on International Trade Law) Arbitration Rules at present in force. There shall be three arbitrators, one to be nominated by each party and the third (chairman) to be independent and to be nominated by the other two arbitrators. The place of arbitration shall be London, England and the English language shall be used in the arbitration proceedings. The parties hereby waive any rights under the Arbitration Act 1996 (as amended) to appeal against any arbitration award, to or seek determination of a preliminary point of law by, the High Court.

This agreement shall be governed by and construed according to English law.

16. GENERAL CLAUSE

The stipulations in the present terms of sale are made without prejudice to all our other rights.

For everything that is not covered by the present general terms of sales, express reference will be made to The English law.