

Stena Metal International AB
General Terms of Sale and Payment

Updated May 2019

1. APPLICATION

1.1 These general terms of sale and payment apply for agreement between Stena Metal International AB ("Stena") and the buyer ("Buyer").

2. GENERAL

2.1 These general terms of sale and payment are fully applicable; Stena does not recognize Buyers' conditions that oppose or deviate from Stena's terms of sale and payment unless the parties have expressly agreed in writing.
2.2 Stena's terms and conditions are also valid for all future deals with the Buyer.

3. AMENDMENTS

3.1 Also applicable to deliveries are the standard trade terms in the rules of the ICC on International Commercial Terms INCOTERMS 2010 in the respectively valid version.
3.2 It is assumed that the Buyer is aware of the contents of the commercial terms and conditions. Stena are prepared to inform our Buyers about the contents of these terms and conditions at any time.

4. OFFER

4.1 Stena's offers are subject to change and non-binding until placement of the order. Orders on the basis of Stena's offers are only binding after Stena's written confirmation.
4.2 All performance data, such as drawings, weights, measures, or similar are only non-binding approximate figures. Information about characteristics of all kinds, models, and samples are just rough guides for the characteristics of the goods.

5. PRICE AND PAYMENT CONDITIONS

5.1 The prices Stena names are net prices including shipping and the statutory value-added tax.
5.2 In the case of third-party delivery, in particular in the case of deliveries ex works, Stena can determine the prices according to the conditions of the price list valid on the day of delivery at the respective supplier if no fixed price has been expressly agreed to. All additional fees, public taxes and duties, as well as new taxes, duties, shipping charges, and their increases which make the delivery more expensive are to be borne by the Buyer unless mandatory legal regulations are opposed.
5.3 Insofar as nothing else has been agreed, payment shall be made within 10 days from the invoice date. No deduction is granted for cash discount.
5.4 In the case that a term of payment has been agreed, the day of delivery is the reference day for its calculation and for possible interest fees. In regard to payment every order is considered a separate deal.
5.5 Stena are entitled to crediting the Buyer's payment first to its older debts despite its deviating provisions. If costs or interest have already arisen, Stena are entitled to crediting the payments first to the expenses, then the interest, then finally, to the principle service.
5.6 Payment is then considered to have occurred when the entire amount is available to Stena. In the case of a cheque, payment has only occurred when the cheque has finally been honored without reservation.
5.7 Payment with exchanges requires the express prior agreement of Stena. All fees for exchanges are to be borne by the buyer. The acceptance of exchanges does not mean a deferral of the payment at its basis.
5.8 Cash payments only have a discharging effect towards us insofar as they are made to persons who have a written power to collect.
5.9 If the Buyer is in arrears, Stena are entitled to charging interest in the amount of 8% above the respective base rate published by the Swedish Central

Bank per annum. Interest shall accrue on a daily basis until final payment of principal amount outstanding has been made. Buyer shall pay interest together with overdue amount. Stena reserve the right to claim further damages.
5.10 If the Buyer does not fulfill the payment obligations, in particular, if cheques are not honored, or if the Buyer stops payments, if exchanges are objected to, or if Stena become aware of other circumstances that put into question the creditworthiness of the Buyer, Stena are entitled to making the entire debt or remaining debt due, even if cheques were accepted. Furthermore, Stena are entitled to requiring an appropriate deposit.
5.11 The Buyer is only entitled to offsetting, withholding, or reduction, even in the case of notices of defects or counterclaims, if its counterclaims have been legally determined, are not disputed, or recognized by us in writing.
5.12 Stena has the right to reduce agreed payment terms on the basis of the Buyer's credit status or ability to pay are being questioned.

6. DELIVERY TIME AND TIME OF PERFORMANCE

6.1 Delivery times and times of performance are only binding if these have been expressly agreed.
6.2 Observance of delivery times and times of performance assumes that the Buyer fulfill its obligations in a timely way in accordance with the rules. Stena reserve the right to the objection on the basis of non-fulfillment of contract.
6.3 If the Buyer is in default of acceptance or otherwise infringes other duties to cooperate, then Stena is entitled to requiring compensation for the damages that arise for us, including possible additional expenses. Stena reserve the right to make further claims.

7. PASSING OF RISK, SHIPPING

7.1 Risk is transferred to the Buyer, including the risk of seizure, with the transfer of the goods to a shipper or freighter, but at the latest after it has left the shipping point or the warehouse. This also applies if the transport is carried out by our performing or vicarious agents.
7.2 Transport routes and methods, and the kind of shipping are determined by us insofar as nothing else has been expressly agreed in writing.
7.3 If the loading or transport of the goods is delayed for a reason for which the Buyer is responsible then Stena is entitled to store the goods according to our judgment at the expense and risk of the Buyer, to take all measures considered necessary, and to invoice the goods as delivered. The same applies if the goods that have been reported ready to ship have not been retrieved within 4 days. The legal regulations regarding default of acceptance remain unaffected.

8. DETERMINATION OF WEIGHTS AND AMOUNTS

8.1 The weighing that is carried out by Stena, its suppliers, or the shipping point is authoritative for the determination of weights and amounts. The verification of weight occurs by presentation of the weigh bill. The acceptance of the enclosure by the federal railway, shipper, or freighter is considered evidence for the fault-free characteristics of the enclosure.
8.2 Determinations of weight can only be objected to on the basis of official re-weighing without delay after delivery. Discrepancies in weight of steel scrap of up to 2 of a hundred cannot be objected to. The indicated number of units, bundles, or the like in the advice note for goods invoiced by weight is non-binding.

9. LIABILITY FOR DEFECTS

9.1 Scrap is a secondary raw material and limited in its purity in regard to quality and substance for the possibility of sorting material based on aesthetics

and origin, which occur with the diligence typical of the industry.

9.2 Authoritative for condition of the goods pursuant to the contract is the point in time of the transfer to a shipper or freighter, at the latest, though, the point in time that it leaves the shipping point.
9.3 Buyer's claims for defects assume that it has complied with its obligations to inspect and provide notice of defects one business day following delivery confirmed and in writing three (3) days from when Stena performed the task in question. Goods that have been objected to may not be unloaded without our agreement; otherwise they are considered to have been accepted without defects. Insofar as an aberration in the grade is only discovered after unloading, the material is to be stored separately, otherwise it will be considered to have been accepted without defects.

9.4 In the case of a faulty delivery the Buyer has, according to our choice, the claim for a replacement delivery or a price reduction. If the replacement delivery also goes wrong, the Buyer can, according to its choice, require a reduction in remuneration or a rescission of the contract.
9.5 In the case of goods that were sold as second-choice materials, the buyer has no claims on account of possible defects.
9.6 Buyer's claims based on defects against us are not assignable.
9.7 For the rest the statutory provisions apply.
9.8 In case shipment has been made in container a quantity claim is not acceptable after seal has been broken. Should delivery be made from an unsealed method a quantity claim is only valid prior to discharge of that delivery.

10. RETENTION OF TITLE

10.1 Stena reserves title to the goods we have supplied until full payment of all receivables arising from the business connection with the Buyer has been received, including arising future receivables. This is also expressly applicable to the balance outstanding where all receivables are included in a total sum and the balance has been calculated and accepted.
10.2 The Buyer shall be entitled to dispose of the goods within the normal course of his business operations, but not to pledge or assign or charge them by way of security. The Buyer shall be under an obligation to dispose of the goods only subject to Retention of Title. The Buyer hereby assigns to Stena in advance all amounts due to the Buyer from his buyers in connection with or arising out of any sale of the goods.
10.3 Any treatment or processing of the goods subject to Retention of Title which may be undertaken by the Buyer is carried out on behalf of Stena. Should the goods subject to Retention of Title be processed, mixed or blended with other goods not belonging to Stena, Stena shall acquire a share of the property in the newly resulting goods in proportion to the relation between the value of the other goods subject to Retention of Title and the value of the other goods so processed at the moment of processing, mixing or blending. Should the Buyer acquire the sole property to the new goods, the parties agree that the Buyer grants Stena joint ownership of the goods, and the Buyer undertakes to protect these free of charge for Stena.
10.4 In the event that the goods subject to Retention of Title are resold either unprocessed or following processing, mixing or blending with other goods that are the property of the Buyer, the Buyer assigns to Stena the full proceeds of resale. Should the goods subject to Retention of Title be resold by the Buyer after processing, mixing or blending with goods not belonging to the Buyer, the Buyer shall assign to Stena the proceeds of resale up to the value of the goods subject to Retention of Title. The Buyer is

empowered under the terms of the assignment to collect these receivables. The right of Stena to collect these receivables is unaffected by this; however, Stena undertakes not to collect the receivables as long as the Buyer meets its payment and other obligations in an orderly manner. Stena may at any time require the Buyer to advise us of the assigned receivables and their respective debtors, to give Stena all information necessary for the collection of the receivables and to furnish Stena with all relevant documents, as well as to advise the debtors of the assignment.

10.5 If goods in the Buyer's custody which are subject to Retention of Title in favor of Stena are attached by any third party, the Buyer shall inform the officials concerned of the existence of the Retention of Title in favor of Stena and inform Stena of the attachment forthwith. If any goods which are subject to Retention of Title in the custody of the Buyer's buyers are attached, the Buyer shall at his own expense take all measures necessary to secure release from such attachment.
10.6 In the event of suspension of payment or petition for the institution of insolvency proceedings, the Buyer shall separate the goods subject to Retention of Title from the rest of its inventory and retain custody over such goods.
10.7 Stena shall be under an obligation to release the excess security on the Buyer's demand to the extent that its realizable value exceeds the receivables secured by more than 20%.

11. JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW

11.1 Place of performance and sole jurisdiction for all disputes that arise directly or indirectly from the contractual relationship is Gothenburg, Sweden.
11.2 Swedish laws are solely applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods and Hague Conventions Relating to Uniform Law on the International Sale of Goods.

12. SEVERABILITY CLAUSE

Should individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions remains unaffected by this. The invalid provisions are to be reworded so that their intended legal and economic purpose is reached. The corresponding applies if a gap in the contract is discovered in the execution of the contract. The contracting parties obligate themselves to supplementing the invalid provisions without delay with legal agreements or to closing the gap in the contract.

13. FORCE MAJEURE

Buyer shall not be liable or responsible to Seller, nor Seller to Buyer, for any delay or failure of performance due to a force majeure occurrence, such as strikes, act of God, inability to obtain labor, government restrictions (including prohibition on import or export), enemy action, civil commotion, fire, unavoidable casualty, or any cause beyond Buyer's or Seller's reasonable control whether similar or dissimilar to those listed above, notwithstanding whether such cause of delay or failure is operative at the time of making the contract. If a force majeure occurrence continues as defined above exceeds thirty (30) days, then the party not claiming excuse under this provision may cancel this contract.