



VENDORS, SUPPLIERS AND CONTRACTORS

EVRAZ strives to maintain an effective and clear relationship with vendors, suppliers and contractors that provide the Company with services or products, and that can directly affect the prospects of the Company, its financial performance, or its revenue and reputation.

The Company has implemented a fair purchasing policy, providing equal opportunities to potential vendors, suppliers and contractors. In the selection process, EVRAZ informs potential business partners about the Company's expectations and requirements, namely:

- They must operate strictly within the law;
- They must provide working conditions that correspond to the highest standards of health and industrial safety;
- They must take care to minimize any negative impact on the environment;
- They must respect the rights of employees and the local community.

All vendor, supplier and contractor transactions with EVRAZ are subject to our standard purchasing terms and conditions as follows.

TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase, along with the Purchase Order and the Master Purchase Agreement, if any, between EVRAZ and Provider (collectively, this “**Agreement**”), shall govern all purchases of goods or services (“**Goods**”) by EVRAZ.

- 1. Acceptance of Order.** Acceptance of the offer made by EVRAZ is strictly limited to the terms in this Agreement. This Agreement shall supersede all prior negotiations, discussions and dealings and shall constitute the entire agreement between EVRAZ and Provider and may only be changed in writing signed by EVRAZ. EVRAZ rejects any terms or conditions contained in any document which has been or may in the future be supplied by Provider which terms and conditions are in addition to, different from, or inconsistent with the terms and conditions of this Agreement, whether such terms or conditions are set forth in Provider’s invoice, order acknowledgment or otherwise. Time is of the essence.
- 2. Price.** Unless otherwise specified on the Purchase Order, the price for the Goods shall be exclusive of any and all taxes and duties.
- 3. Terms of Payment; Set-Off.** Terms of payment shall be net forty-five (45) days, unless otherwise noted on the front of the PO, following the acceptance of the Goods by EVRAZ or receipt of invoice by EVRAZ, whichever occurs last. EVRAZ shall have the right at all times to setoff any amount owing at any time to Provider or any affiliate of Provider.
- 4. Cancellation.** EVRAZ may cancel any undelivered portion of Goods ordered without liability to Provider. In the case of specially manufactured Goods, EVRAZ may cancel without liability to Provider any portion of such Goods prior to their manufacture. Upon cancellation of this Agreement, Provider shall immediately cease use of any of any intellectual property belonging to EVRAZ and shall have no further right to use same.
- 5. Illinois Uniform Commercial Code.** Except as otherwise provided in this Agreement, the Illinois Uniform Commercial Code, as amended, adopted and interpreted under Illinois law (the “Code”), shall apply to purchases of Goods delivered in the United States pursuant to this Agreement. The commercial code or common law of the province in which Goods are delivered shall apply to purchases of Goods delivered in Canada. The Code shall apply to all Goods as though they constitute “goods” as defined by the Code or the commercial code or common law of the province. Provider shall be considered a “Merchant” as such term is defined in the Code or the commercial code or common law of the province.
- 6. Governing Law, Jurisdiction and Venue.** For Goods delivered in the United States, this Agreement shall be governed by the internal laws of the State of Illinois without reference to conflict of laws principles. For Goods delivered in Canada, this Agreement shall be governed by the internal laws of the province in which Goods are delivered. For all Goods under this Agreement, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. EVRAZ and Provider consent and submit to the exclusive jurisdiction and venue of the state or provincial and federal courts having jurisdiction in the county or province in which the Goods subject to dispute are to be delivered.
- 7. Jury Waiver. THE PARTIES, EACH HAVING HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY ASSOCIATED TRANSACTIONS BETWEEN THE PARTIES.**