

## Claims Policy and Guidelines

This claims policy applies to all material invoiced by Outokumpu Stainless USA. All claims are subject to the Conditions of Sale in North America or other mutually agreed upon terms as executed by the parties. In the event of any conflict between this claims policy and the Conditions of Sale in North America or other executed agreement, the Terms and Conditions of Sale shall govern.

Outokumpu Stainless USA does not warrant that its product is fit for a particular purpose.

- 1) In order for Outokumpu Stainless USA to process a claim, at minimum, the following information must be provided via email to [dl.Claims.sl-usa@outokumpu.com](mailto:dl.Claims.sl-usa@outokumpu.com) by the customer to establish a Claim Entry Date:
  - Mill Package Number(s)
  - Total Weight Rejected
  - Reason for Rejection
  - Photos of defects with location and repeating distance
  - Samples (required if above 5,000 lbs.)
  - Customer Claim Number (Company Claim #)
  - Current Condition of the material (coil, sheet, slit size, formed parts)
  - Current physical location of material
  - Customer Contact (Claim Contact Name)

**Note:** In order to expedite the disposition of the claim, it is recommended that for every claim, pictures and/or samples be provided to Outokumpu Stainless USA that show the defect(s) of the material. Pictures need to include location of the defect and repeating distance, if applicable. Samples can be mailed to: ATTN: CST 2275 Half Day Road, Suite 300 Bannockburn, IL 60015. Outokumpu Stainless USA also recommends claims be submitted using form **Form-CST-0001-Customer Claim Form**.

- 2) At time of material receipt, customers are responsible for recording on the bill of lading, or on the proof of delivery, any visible damage and/or wet condition on the package.
- 3) Outokumpu Stainless USA will not accept claims when:
  - a) The damage is considered to have been visible to the customer at the time of material receipt but was not reported.
  - b) The material is beyond 90 days of the invoice date of the material.
  - c) Defects are caused by the customer or by third party processors.
- 4) Additionally, Outokumpu Stainless USA will:
  - a) Only guarantee prime quality on the top side of the material, unless otherwise accepted and acknowledged in writing at the time of ordering.
  - b) Not accept responsibility for any consequential damages or processing charges.
- 5) For material that is supplied in coil form, Outokumpu Stainless USA warrants 97% of the coil. A coil may present defects in up to 3% of the surface. These defects are not warranted by Outokumpu Stainless USA and may include (but are not limited to):
  - Surface defects
  - Transportation / handling damage
  - Heads and tails

## **Claims Policy and Guidelines**

- 6) Whenever a customer observes a defective condition in an Outokumpu Stainless USA coil, a minimum of 10% of the original weight should be processed before the entire coil is rejected. In the case where more than 10% is processed, (without prior approval by Outokumpu Stainless USA) the claim will be subject for denial. In the event that the coil is rejected, the customer is asked to provide a representative sample showing the defect for which the coil is being rejected.
- 7) For material delivered in cut to length form, Outokumpu Stainless USA warrants 100% of the delivered weight. This warranty does not constitute a guarantee by Outokumpu Stainless USA that all material delivered in cut to length form will be defect free.
- 8) Outokumpu Stainless USA will seek to provide disposition for all filed claims within 30 calendar days of Claim Entry Date (first business day after the claim is received), granted that all information requested by Outokumpu Stainless USA is provided by the customer. Claim disposition may be delayed in those cases where there is missing claim information, awaiting material inspection, and/or pending lab analysis testing.

### **How to Identify the Package Number:**

- Calvert = 7 numeric digits
- Mexinox = 1-Alpha digit (B=coil, H=sheet, F=strips, D=Disks) & 7-9 numeric digits.
- Nirosta = 7 numeric digits
- Avesta = Coil number starts with 1 or 3
- Nyby = Coil number starts with 1 or 3.
- Tornio = Coil number starts with Y or Q