



GENERAL TERMS AND CONDITIONS OF SALE OF PT BLUESCOPE DISTRIBUTION INDONESIA

These General Terms and Conditions of Sale ("Conditions") shall apply to and form part of any contract for the supply of goods, products and materials and related services ("Goods") by PT BlueScope Distribution Indonesia ("BlueScope") to the Purchaser (collectively refer to as the "Parties").

1. QUOTATIONS, ORDERS AND CONTRACTS

- 1.1 All quotations are made and all orders for Goods are accepted by BlueScope on and subject to the Conditions and any special terms and conditions which are agreed to by BlueScope in writing. Unless otherwise expressly agreed by BlueScope, previous dealings between BlueScope and any Purchaser or the imposition of additional or alternative terms and conditions by a Purchaser shall not vary or replace these Conditions or be deemed in any circumstances whatsoever to do so.
- 1.2 BlueScope may withdraw, revoke or vary a written quotation at any time prior to the Purchaser submitting an order which accepts the offer to sell comprised by the written quotation.
- 1.3 BlueScope reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Purchaser.
- 1.4 The agreement to supply Goods to the Purchaser starts on the date BlueScope agrees to supply the Goods to the Purchaser. This may not be the date the order is received by BlueScope.
- 1.5 Where in the period between acceptance of a quote and delivery of the relevant Goods, BlueScope incurs an increase in the cost of producing and/or delivering the Goods, BlueScope reserves the right to increase the quoted price of those Goods any time prior to delivery (a 'price escalation'). The Purchaser shall accept any such price escalation.
- 1.6 These Conditions prevail over any terms and conditions of trade of the Purchaser whether or not any inconsistency arises.

2. FORMATION OF CONTRACT

The contract between BlueScope and the Purchaser ("Contract") shall be formed by the earlier of: (i) the execution by the Parties of a separate written contract; (ii) BlueScope's acceptance in writing of a purchase order issued by the Purchaser; and (iii) the delivery of the Goods by BlueScope (as evidenced by the Purchaser signing a delivery receipt). All modification and amendments to the Contract shall be expressly agreed in writing by the Parties to become binding.

3. PRICE

- 3.1 The price of Goods will be BlueScope's current price at the time of delivery (or where clause 5.3 (d) applies, the current price at the date of the invoice), subject to any contrary agreement (if any) between BlueScope and the Purchaser regarding price.
- 3.2 Upon sole discretion of BlueScope, BlueScope will provide a quotation or otherwise notify the Purchaser of a single total price, inclusive of Value Added Tax ("VAT") applicable to those Goods if the price is capable of being quantified. The Purchaser shall be liable to pay to BlueScope all amounts on account of VAT in the same manner and by the same means as all other charges.
- 3.3 The price of Goods specified by BlueScope in any quotation:
 - (a) will remain valid for a period of 30 days for an order made by the Purchaser in accordance with the quotation, unless otherwise specified; and
 - (b) is subject to any other conditions specified in the quotation.
- 3.4 Unless otherwise indicated, all prices for Goods are exclusive of all applicable taxes and charges under the Indonesian law. The Purchaser shall be liable for all excise, sales, VAT or any other tax, charge or government impost (domestic or foreign) upon the Goods or any part of the Goods, or upon tooling processes, use sale or delivery of the Goods in addition to the purchase price. Where Goods are subject to VAT, the Customer must pay VAT at the same time as payment for Goods.
- 3.5 Unless otherwise agreed, prices do not include the cost of delivery of Goods, including but not limited to costs incurred by BlueScope arising out of late notification by the Purchaser of a change to agreed delivery schedule, storage charges where Goods are not collected immediately upon being made available and demurrage costs incurred by BlueScope. Loading lengths (as defined by Indonesian transport authorities) will be subject to any additional delivery charge.
- 3.6 Unless otherwise requested by the Purchaser in writing, prices quoted provide for BlueScope's standard packing arrangements.

4. PAYMENT

- 4.1 Unless BlueScope grants payment in instalment facility to the Purchaser and subject to BlueScope's right to grant such payment instalment facility, payment for Goods purchased from BlueScope must be made by the Purchaser in immediately available funds on or immediately prior to delivery of the Goods.
- 4.2 Where the Purchaser has an approved account for payment instalment facility with BlueScope, the Purchaser shall ensure that payment for the Goods is made to BlueScope in accordance with the terms agreed between BlueScope and the Purchaser. All payments are required to be made by the Purchaser by no later than 30 days after the date of BlueScope's invoice or such other date for payment as BlueScope and the Purchaser agree in writing.
- 4.3 BlueScope reserves the right to charge interest on any amount overdue from the date it became due to the date payment is received at the rate of 12% compounded daily. All payments made by the Purchaser will first be applied to the accrued interest.
- 4.4 BlueScope may set off any amount owed by the Purchaser to BlueScope against any amount of money owed, or may become owing when it becomes due, by BlueScope to the Purchaser. The Purchaser waives any right to set off any amount that is, or may become, owing by the Purchaser to BlueScope against any amount owing by BlueScope to the Purchaser. This clause overrides any other document or agreement to the contrary.
- 4.5 Payments made by credit card may be subject to a surcharge.

5. DEFAULT BY PURCHASER

- 5.1 Where the Purchaser is in default in the performance of any of its obligations under these Conditions and the Goods have not been supplied under a Contract, BlueScope may refuse, without prejudice to any other rights it may have under these Conditions or Indonesian law, to supply or deliver further Goods to the Purchaser until such time as the Purchaser has remedied that default, and / or may choose to terminate the contract.
- 5.2 If the Goods have been supplied by BlueScope under a Contract and the Purchaser is in default in the performance of any of its material obligations under these Conditions, BlueScope may refuse to deliver further Goods until such time as the Purchaser has remedied that default and where:
- (a) the Purchaser has not notified BlueScope of any damage, inaccuracies or defects under clause 9 of this Contract; and
 - (b) the Purchaser does not remedy that default within 14 days of the Purchaser receiving written notification, or such other time as may be agreed by the parties, BlueScope may terminate the contract in relation to Goods that have not been delivered.
- 5.3 If the Purchaser (including a Purchaser under a Contract) commences to be wound up or is placed under official management or into liquidation or has a receiver and/or manager appointed in respect of any of its assets or becomes insolvent, commits any act of bankruptcy or becomes subject to any other analogous event, BlueScope may at its option exercise any or all of the following rights in addition to any other rights it may have under these Conditions or at law:
- (a) suspend deliveries of further Goods to the Purchaser whether under this contract or otherwise;
 - (b) terminate the contract in relation to Goods that have not been delivered;
 - (c) withdraw any instalment facilities which may have been extended to the Purchaser and require immediate payment of the full outstanding purchase price owed to BlueScope by the Purchaser;
 - (d) issue an invoice for, and demand immediate payment of, Goods ordered by the Purchaser but not delivered.
- 5.4 The Purchaser as beneficial owner agrees to grant security in favour of BlueScope over all of its interest in all of the present and future real property of the Purchaser as security for the due and punctual payment of all debts and monetary liabilities owed by the Purchaser to BlueScope pursuant to a contract on or including the terms of these Conditions. Upon demand by BlueScope, the Purchaser agrees to immediately execute a mortgage or security rights on terms satisfactory to BlueScope to more particularly describe the security interest conferred by this clause. The Guarantor hereby agrees to sign any documents including, but not limited to, a power of attorney from the Guarantor to the Supplier to sign the relevant mortgage or security rights or other types of security documents which are required by the Supplier from time to time.
- 5.5 All costs incurred by BlueScope relating to any action taken by BlueScope to recover monies due from the Purchaser (including, without limitation, legal or other debt collection costs) shall be payable by the Purchaser on demand.

6. SPECIFICATIONS, MATERIALS, OR SPECIAL ORDERS

- 6.1 All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of BlueScope or elsewhere are approximations only. They are intended by BlueScope to be a general description for information and identification purposes and do not create a sale by description.
- 6.2 BlueScope shall not be bound to accept any change in product dimension, materials or finish, a reduction in the quantity ordered or other particulars of an order for Goods after BlueScope has ordered special materials or commenced tooling processes.
- 6.3 Unless otherwise stated on a quotation, Goods will be supplied by BlueScope within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice. Where the total mass or length of any item supplied includes a fraction of a tonne, the Purchaser must pay for that fraction on a pro rata basis.
- 6.4 Where BlueScope is required to order special material or qualities for which a supplier of BlueScope requests minimum order quantities, the Purchaser may be requested to accept an increase of the minimum quantity required to be ordered by BlueScope to fulfil the order and if so requested the Purchaser shall be obliged to accept and pay for such increase. The price for the additional product shall be determined according to the unit price for the products included in the order.
- 6.5 Notwithstanding any other provision of these Conditions and Contract, it is a term of the contract made between BlueScope and the Purchaser that BlueScope has discretion to refuse to supply Goods to the Purchaser (without liability to the Purchaser) where:
- (a) Goods are unavailable or insufficient for any reason whatsoever;
 - (b) the Purchaser has failed to comply with terms on which BlueScope has agreed to provide payment instalments to the Purchaser;
 - (c) the Purchaser has breached a contract with BlueScope including these Conditions; or
 - (d) BlueScope considers it necessary or desirable to do so for any reason at all.
- 6.6 Subject to the rights of the Purchaser set out in clause 11.2, unless the Goods have been supplied to the Purchaser by BlueScope under a Contract, the Purchaser agrees that it does not rely on the skill or judgement of BlueScope in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to BlueScope and BlueScope has acknowledged in writing that the Goods will be fit for the particular purpose.

7. DELIVERY AND RISK

- 7.1 Unless otherwise agreed, BlueScope shall deliver Goods to the Purchaser as follows:
- (a) BlueScope reserves the right to arrange transport by any means in its absolute discretion;
 - (b) delivery will be made during Working Hours to the location agreed by the parties ("Delivery Point");
 - (c) BlueScope or its transport contractor will deliver the Goods so close ("Drop Spot") to the Delivery Point as, in the opinion of BlueScope or its transport contractor, it is safe or prudent to do so and delivery occurs and risk in the Goods passes to the Purchaser when BlueScope's or its transport contractor's delivery vehicle arrives at the Drop Spot;
 - (d) BlueScope reserves the right to charge the Purchaser any costs which it incurs as a result of any delay by the Purchaser in unloading the Goods or where unloading of the Goods cannot be effected, including, if applicable, a return delivery fee at the prevailing freight rates;
 - (e) the unloading of Goods at a Drop Spot is the Purchaser's responsibility at its own cost and risk but BlueScope or its transport contractor may, without liability to the Purchaser, unload the Goods at the Drop Spot if the Purchaser requests BlueScope to do so or is absent from the Drop Spot at the time BlueScope or its transport contractor wishes to unload and, subject to the rights of Consumers set out in clause 11.2, the Purchaser releases and forever discharges BlueScope and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Spot;

- (f) where the Purchaser attends BlueScope's premises to acquire the Goods, BlueScope may, in its absolute discretion:
 - (i) deliver the Goods into or onto the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
 - (ii) deliver the Goods by setting them down along side the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down along side the Purchaser's vehicle notwithstanding that BlueScope's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.
- 7.2 Goods ordered for collection will be held at BlueScope's premises for a maximum period of 10 Business Days after the specific collection date. If the Goods are not collected by that time, they may be delivered to (at BlueScope's option) the Purchaser's site or store or to a store selected by BlueScope and all costs incurred by BlueScope in relation to the holding and delivery of the Goods shall be charged to and be paid by the Purchaser.
- 7.3 The Goods are at the Purchaser's risk from the time at which they are delivered to the Purchaser or its nominee.
- 7.4 Handling Safety - BlueScope product may be sharp and heavy. It is recommended that heavy-duty cut resistant gloves and appropriate manual handling techniques or a lifting plan be used when handling material. Material Safety Data Sheets are available from www.bluescopesteel.com.au.
- 7.5 Dates and times quoted for delivery are estimates only. Maximum lengths for products vary by State and Regional and delivery of such will be determined by BlueScope on a case by case basis.
- 7.6 BlueScope shall not be obliged to complete any order in one delivery and expressly reserves the right to deliver by instalments. Where BlueScope delivers by instalments each instalment shall be deemed to be sold to the Purchaser under a separate contract. Failure to deliver any one instalment by the time quoted for delivery of that instalment (if any) shall not entitle the Purchaser to repudiate the order.
- 7.7 Where BlueScope or its transport contractor enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a delivery point, the Purchaser:
 - (a) releases BlueScope from any claim the Purchaser may at any time have had against BlueScope but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by BlueScope or its transport contractor of Goods to such premises; and
 - (b) indemnifies and holds BlueScope harmless from and against any loss, damage or liability suffered or incurred by BlueScope in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by BlueScope or its transport contractor of Goods to the premises of the third party except for and to the extent that such loss, damage or liability suffered or incurred by BlueScope arises out of the negligence or wilful misconduct of BlueScope or its transport contractor.
- 7.8 No defect or claim in respect of Goods delivered shall entitle the Purchaser to reject delivery of other Goods, which are not subject to any defect or claim, delivered as part of the order.
- 7.9 If BlueScope is prevented either directly or indirectly from performing any of its obligations under these Conditions and Contract, including without limitation, making a delivery of the Goods or any part of the Goods by reason of Force Majeure it shall be entitled, at its option, by notice to the Purchaser, either to:
 - (a) extend the time for delivery of the Goods for a reasonable period; or
 - (b) subject to refunding the Purchaser for any payment already made to BlueScope in respect of those particular Goods (if any), terminate this contract, and the Purchaser shall not have any claim against BlueScope for damages or any other remedy for breach of contract. "Force Majeure" shall mean an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies or any other cause beyond BlueScope's control.

8. RETENTION OF TITLE

- 8.1 The Purchaser agrees that full legal title to the Goods is retained by BlueScope until BlueScope receives payment in full from the Purchaser for the Goods and all other monies owing by the Purchaser to BlueScope at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser:
 - (a) must hold the Goods as bailee and fiduciary agent of BlueScope;
 - (b) where the Purchaser processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, must hold such part of the new goods ("Processed Goods") on trust for BlueScope as bailee and fiduciary agent of BlueScope;
 - (c) must store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party so that they are readily identifiable as the property of BlueScope;
 - (d) must keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
 - (e) must not sell the Goods except with the prior written consent of BlueScope or in the ordinary course of the Purchaser's business, provided that any such sale is at arms' length and on market terms;
 - (f) any proceeds of re-sale, insofar as they relate to the Goods shall be held on trust for BlueScope in a separate account; and
 - (g) must not create any encumbrance over the Goods which is inconsistent with BlueScope's title and ownership of the Goods.
- 8.2 For purpose of this clause 8, "such part" means an amount equal in Rupiah terms to the amount owing by the Purchaser to BlueScope at the time the Goods are used in the manufacture of, or incorporated into, the Processed Goods.
- 8.3 If the Purchaser is in breach of these Conditions and any Contract including, without limitation, failure by the Purchaser to make payment for the Goods by the date specified by BlueScope to the Purchaser or in BlueScope's reasonable opinion the payment of any amount in respect of the Goods supplied by BlueScope is in jeopardy, the Purchaser must return the Goods to BlueScope immediately on demand.
- 8.4 If the Purchaser does not return the Goods to BlueScope on demand under clause 8.3, the Purchaser irrevocably authorises representatives of BlueScope to enter upon any site where the Goods are located to take possession of the Goods without prior notice, and the Purchaser indemnifies BlueScope for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against BlueScope in connection with the retaking possession of the Goods or the exercise by BlueScope of its rights under this clause, and the Purchaser shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

9. DAMAGE, INACCURACIES AND DEFECTS

- 9.1 The Purchaser shall check all Goods received immediately upon unloading and shall notify BlueScope in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 2 Business Days of the date of delivery of the Goods.
- 9.2 Subject to the rights of Purchaser set out in clause 11.2, if the Purchaser does not notify BlueScope in writing within 2 Business Days of the date of delivery, BlueScope will not be responsible for any loss or damage whatsoever and howsoever caused arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract, except if the Purchaser's loss or damage arises from the negligence or wilful misconduct of BlueScope, or any of its officers, employees or agents.
- 9.3 Subject to the rights of Purchaser set out in clause 11.2, if the Purchaser notifies BlueScope in writing of a fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 2 Business Days of delivery then BlueScope will, if in its opinion, the Purchaser's notice is reasonable and the Purchaser has not used the Goods, at BlueScope's option, repair or replace the Goods that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and BlueScope shall have no additional liability to the Purchaser.
- 9.4 Any queries regarding items shown on invoices issued by BlueScope shall be lodged by the Purchaser with BlueScope within 7 days of the issue date of the relevant invoice.
- 9.5 Goods are not damaged or defective by reason only of the presence of rust, millscale or rolling seams.

10. EQUIPMENT

- 10.1 All roll toolage, shears, lifting and associated equipment which BlueScope makes or obtains for tooling and/or delivering the Goods, shall, unless otherwise expressly agreed by BlueScope, be and remain the property of BlueScope and any payment made with respect to them shall be deemed to be a charge in respect of their use. These and any other special tools, jigs, fixtures and patterns acquired or supplied by BlueScope for the fulfilment of the order are the property of BlueScope and are not to be used without its authority.

11. WARRANTIES, LIABILITIES AND INDEMNITIES

- 11.1 Where applicable, Goods shall be installed in accordance with BlueScope's recommended fixing procedures as published from time to time and available on request from your customer service representative.
- 11.2 Nothing in these Conditions is intended to exclude or restrict the applicable Indonesian consumer protection law.
- 11.3 Subject to the rights of Purchaser set out in clause 11.2:
 - (a) BlueScope shall not be responsible for the consequence of any representation made or description, specification, illustration, drawings, data, dimension and weight contain in catalogues, pricelist, or other advertising matter of BlueScope, and the Purchaser's acceptance of those representation information and identification are entirely at the Purchaser's risk
 - (b) or as otherwise expressly specified in the terms of any applicable written warranty provided by BlueScope, BlueScope's liability to the Purchaser (whether arising under statute, contract, tort (including negligence), or otherwise for any defect in the Goods, or the supply of the Goods, is limited, at BlueScope's option, to in the case of Goods, the repair of the Goods, the replacement of the Goods or paying for the cost of repair or replacement of the Goods
 - (c) and also subject to clause 11.3(b), BlueScope is not liable to the Purchaser or anyone else in connection with the Goods or the supply of the Goods or with these Conditions and Contract (including any changes thereto), including without limitation for:
 - (i) any losses, costs, damages, expenses, claims, demands, actions, suits or proceedings (including without limitation for damage to the Goods or injury to any person) arising from:
 - (A) the loading, unloading or delivery of the Goods;
 - (B) a failure to deliver, or delay in delivering, the Goods;
 - (C) a failure to install the Goods in accordance with BlueScope's recommended fixing procedures as published from time to time;
 - (D) the removal of defective Goods or the installation of replacement Goods; or
 - (E) the use of any tool or equipment loaned or hired out by BlueScope;
 - (ii) any direct, indirect or consequential loss or damage, any loss of actual or anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; and
 - (iii) any claim, action or proceeding by a third party against the Purchaser (or any loss, damages or liability incurred or suffered by the Purchaser as a result of any such claim, action or proceeding); and
 - (d) the Purchaser indemnifies BlueScope from and against all losses, damages, costs and expenses suffered or incurred by BlueScope, and all claims, demands, suits, actions or proceedings made or brought against BlueScope, arising out of:
 - (i) BlueScope's use of or reliance on any materials, design, drawing or specification provided to BlueScope by the Purchaser (including any allegation or claim that any such use or reliance by BlueScope infringes the intellectual property rights of any person);
 - (ii) any loss or damage caused by or during the processing by the Purchaser of materials supplied to BlueScope by the Purchaser; or
 - (iii) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, hired out by BlueScope to the Purchaser, except if the Purchaser's loss or damage arises from the negligence or wilful misconduct of BlueScope, or any of its officers, employees or agents.

12. GOVERNING LAW & DISPUTES

- 12.1 These Condition and any Contract shall be governed by the laws of the Republic of Indonesia.
- 12.2 Any dispute, controversy or claim arising out of or relating to these Conditions and Contract, or the breach, termination or validity thereof, shall be resolved amicably by consultation between the Parties, with each Party agreeing to nominate appropriately authorized representatives to attend the consultation in good faith to seek to resolve the issue.

If such dispute, controversy or claim arising out of or relating to these Conditions and Contract, or the breach, termination or validity thereof cannot be settled by such consultation between the Parties within 4 weeks of a notice by a Party calling for such consultation, then it shall be referred by either party to finally be settled by arbitration in accordance with and subject to the Rules of Arbitration of the Singapore International Arbitration Centre ("SIAC"). Unless the Parties agree upon 3 arbitrators, the arbitral tribunal shall be composed of one arbitrator appointed by the Chairman SIAC by request of a one of the party. The seat of the arbitration shall be Singapore and the hearings shall be conducted there. The arbitration proceedings shall be conducted in the English language. The award of the arbitrator or the Board of Arbitration shall be final and binding on the Parties. The Parties hereby irrevocably and unconditionally exclude any right of application or appeal to any Court in any jurisdiction whatsoever in connection with any question arising in the course of any arbitration or in respect of any award made. An application for enforcement of the arbitration award may be sought by any party in any Court of competent jurisdiction within or outside Indonesia, subject to the requirements of applicable laws and regulations. Notwithstanding the foregoing, each party shall, at its discretion, have the right to seek injunctive relief in any competent court of law in accordance with the applicable laws.

- 12.3 The Parties agree to waive the provisions of Article 1266 of the Indonesian Civil Code to the extent requiring a court ruling to terminate these Conditions and any Contract.

13. LANGUAGE

These Conditions and Contracts shall be written in the English language and the Indonesian language, which shall have equal force and effect, provided however that in the event of any discrepancy, inconsistency or ambiguity between the English language version and the Indonesian language version, the English language version shall prevail.

14. MISCELLANEOUS

- 14.1 These Conditions and Contract set out the entire agreement between the parties in relation to their subject matter.
- 14.2 Non stock items are not returnable by the Purchaser to BlueScope. BlueScope may in its discretion accept the return of stock items and in so doing may charge the Purchaser a restocking charge.
- 14.3 Nothing in these Conditions and Contract shall constitute BlueScope as a subcontractor of the Purchaser. BlueScope's obligations are limited to those of a material supplier.
- 14.4 For the purpose of these Conditions and Contract and any transaction effected pursuant to these Conditions and Contract, (i) mass of steel reinforcing bars will be calculated on the basis of per metre as defined in [insert] plus an allowance for rolling margin as determined by BlueScope from time to time; and (ii) the length used in the calculation of mass will be as defined in [insert] .
- 14.4 A party waives a right under these Conditions only if it does so in writing. A party does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Conditions does not operate as a waiver of another breach of the same term or any other term.
- 14.5 If a provision in these Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 14.6 BlueScope may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions without the consent of the Purchaser.
- 14.7 BlueScope and the Purchaser may conduct business by electronic Data Interchange (eDI). The Purchaser agrees that if it has eDI capability with BlueScope's eDI is the preferred method of conducting business. BlueScope and the Purchaser agree that eDI will be conducted in accordance with the terms of any electronic Trading Partner Agreement to which they are parties and into which these Conditions of sale are incorporated.

15. INTERPRETATION

In these Conditions:

Business Day means Monday to Friday (inclusive) excluding public holidays at the place of delivery.

Purchaser means a party to these Conditions and any Contract which acquires Goods from BlueScope ;

Working Hours means between 7.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.

Issue Date: 1 April 2016



BLUESCOPE STEEL LIMITED CREDIT REPORTING POLICY

Effective Date: 12 April 2015

For the purposes of the Privacy Act 1988 Bluescope Steel Limited and its affiliates/related body entities (we, us, our) are a credit provider and that we may collect and hold information about you (credit information) through:

1. your dealings with us in applying for a commercial trading account, assessing credit limit requirements and continued trade requirements and
2. information we receive from third parties such as Dun & Bradstreet, NCI Credit Risk Management and Veda Advantage Ltd.

TYPES OF CREDIT INFORMATION WE COLLECT, HOLD, USE AND DISCLOSE

Credit information is limited to the following:

1. your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
2. the fact we or another credit provider are or have been a credit provider to you; certain terms of the credit contract (including the maximum amount available and the repayment terms); the date you entered into and the date that the credit contract was terminated or otherwise ceases;
3. whether or not you have made monthly payments due and payable in relation to credit provided by us or another credit provider; the day on which the payment is due and payable and if not when overdue payments were made;
4. the fact that you have applied for credit (including the type, amount and name of the credit provider), and the fact that the credit provider has accessed your credit reporting file from a credit reporting body to assess your credit application;
5. any overdue payments of \$100 or more owed to us or another credit provider that are overdue by more than 60 days and for which debt collection has started, and if you subsequently repay such overdue payment, the fact of that repayment;
6. where you have been in default and the amount being so overdue that we or another credit provider have entered into an arrangement to vary your original credit contract or that you have been provided with a new credit contract;
7. information about you that is entered or recorded in the National Personal Insolvency Index; and
8. certain publicly available information that relates to your activities in Australia and your creditworthiness;
9. information that, in our or another credit provider's opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);
10. assessments, evaluations, scores, ratings, summaries and other information relating to your credit worthiness which is derived by the credit reporting body or us or other credit providers wholly or partly based on the above; and
11. administrative information relating to credit provided by us including your account and customer number.

HOW WE HOLD YOUR CREDIT INFORMATION

We hold your credit information in both physical and electronic form on our system and on the systems of our service providers. We take the same safeguards in managing your credit information as we do with all other personal information about you according to our Privacy Policy.

WHY WE COLLECT, HOLD, USE AND DISCLOSE YOUR CREDIT INFORMATION

We collect, hold, use and disclose your credit information as reasonably necessary for our business purposes and as permitted by law, which include:

1. to assess as to whether we will provide you with credit; and/or
2. to derive assessments, evaluations, scores, ratings, summaries relating to your credit worthiness that we use in our decision-making processes; and/or
3. for the ongoing review and management of your credit account with us including to assist you to avoid defaulting on your credit obligations; and/or
4. to participate in the credit reporting system; and/or
5. to undertake debt recovery and enforcement activities; and/or
6. to deal with serious credit infringements.

DISCLOSURE OF CREDIT INFORMATION TO A CREDIT REPORTING BODY

We may give your credit information to Dun & Bradstreet, NCI Credit Risk Management and Veda Advantage Ltd:

1. to obtain a credit report about you; and/or
2. to use the information in carrying on its credit reporting business, including to create or maintain a credit reporting information file about you; and/or
3. the credit reporting body may include such information in reports provided to us or other credit providers to assist them to assess your credit worthiness; and/or
4. if you fail to meet your payment obligations in relation to a credit contract or commit a serious credit infringement, we may be entitled to disclose this to the credit reporting body.

You have a right to request Dun & Bradstreet, NCI Credit Risk Management and Veda Advantage Ltd not to use such information for the purposes of pre-screening of direct marketing by us and not to use or disclose such information if you believe on reasonable grounds that you have or is likely to be a victim of fraud.

You may obtain a copy of Dun & Bradstreet's, NCI Credit Risk Management's and Veda Advantage Ltd's credit reporting policy by visiting their website or contacting them as follows:

Dun & Bradstreet:

By post: PO Box 7405 St Kilda Rd,
Melbourne VIC 3004

By telephone: 1300 734 806

By email: pac.austral@dnb.com.au

Website: www.dnb.com.au

NCI Credit Risk Management:

By post: PO Box 3315,
Rundle Mall, SA , 5000

By telephone: 1800 882 820

Website: www.nci.com.au

Veda Advantage Ltd:

By post: PO Box 964,
North Sydney, NSW, 2060

By telephone: 1300 921 621

Website: www.veda.com.au

DISCLOSURE OF CREDIT INFORMATION TO AN OVERSEAS RECIPIENT

We contract with service providers to perform certain functions on our behalf for example Capgemini. We may give your credit information to our service providers but their access is limited only to information needed for them to perform their functions. The service provider is located in China.

ACCESS TO YOUR CREDIT INFORMATION

You have special rights to access your credit information held by us. You can contact us on the contact details below to make an access request. We will provide you with access to the extent it is legal to do so within 30 days. If we require longer time, we will let you know.

If we refuse your request, we will provide you with a notice explaining our decision. There is no charge for making a request for access to your credit information.

CORRECTION OF YOUR CREDIT INFORMATION

If you believe that any credit information about you held by us is incorrect, you have a right to request us to correct that information. You can contact us on the contact details below to make a correction request. We will try to resolve your request to the extent it is legal to do so within 30 days. If we require longer time, we will let you know.

If we do not agree with your correction request, we will provide you with a notice explaining our decision and how you can complain about our decision. There is no charge for making a correction request or for the correction of your credit information.

COMPLAINTS

If you believe that we may not have complied with our obligations under the Privacy Act 1988, you can contact us on the contact details below. You will receive an acknowledgement of your complaint within 7 days.

CONTACT DETAILS

If you have any questions about our Credit Reporting Policy or any concerns or a complaint regarding how we handle your credit information, please contact BlueScope Steel Direct on privacyquestions@bluescope.com.