

Claims Policy

This customer claims policy "Claims Policy" contains the policies and procedures for a customer to submit steel product claims to SRJ Steel, LLC ("SRJ"). The policy covers the majority points of a claims policy, but it does not intend to cover all circumstances that could arise. SRJ reserves the right to resolve each claim based on the specific circumstances relating to the claim in questions.

SRJ is committed to consistently providing high quality steel products to its customers, and therefore reflects the quality standards of SRJ, our suppliers, and the industry. Customer requirements will be based on customer specifications, accepted by SRJ in advance in writing, and/or consistent with ASTM standards.

To Qualify for Claim:

- Material subject to claim <u>must</u> be retained for review and may not be disposed of until final disposition has been provided by SRJ
- For physical defects, a photo, video, or sample of the condition <u>must</u> be provided
- Claimed material must have traceability back to the original tag # shipped
- Claims for physical damage to the material (handling or transit damage, rust, etc.) <u>must</u> be documented on the bill of lading & <u>must</u> be notified within 5 days of receipt
- Claims for failure to meet specification <u>must</u> be made within 30 days of receipt
- Claim quantity <u>must</u> exceed 2% of the shipped quantity

Consideration will not be given to:

- Claims consisting of an accumulation of steel without tag traceability
- Claims based on "assumed" defects in material from the same batch (heat, work order, etc.)
- Claims for any material sold as secondary or "As Is".

Product Quality Claims & Procedure

Any claim that the material does not meet applicable specifications must be made within <u>30 days</u> of the delivery of material. A minimum of 10%, but no more than 20% of the product affected must be run prior to submitting a claim.

Claims for non-conformance must be made in writing and include the following details in order for SRJ to conduct a proper investigation:

- Customer purchase order #
- Date of receipt of non-conforming materials
- Tag #
- Description of defect
- Photo or video evidence of defect



Weight/number of pieces rejected
 Customers are advised not to return material to SRJ nor scrap them without written approval
from SRL SRL will provide written notice to customer that it is accepting the claim and will

from SRJ. SRJ will provide written notice to customer that it is accepting the claim and will identify the appropriate resolution, as determined in SRJ's sole discretion. SRJ may consider the following material dispositions and remedies:

- Material retention at a discounted price
- Scrap credit SRJ will credit the difference between the amount paid by customer and its scrap value
- Return material-SRJ will provide written approval to return material to SRJ

General Policies

- SRJ guarantees a prime, top surface, and does not guarantee the bottom surface for prime application
- SRJ guarantees material meets agreed upon requirements of the order and stated on material certification
- No guarantee is given or implied for the fitness for use in customer's processes or products
- Claims will not be accepted with additional costs (administrative fee, down time, line time, sorting, supply interruption, etc.)

Weight:

- 1% shall be considered an allowable variation between invoiced quantity & customer's quantity
- 10% or 5,000 lbs, whichever is greater, is the allowable over-shipment quantity

Flatness / Shape / Surface Quality:

- Customer's order must specify a flatness tolerance on the Purchase Order & acknowledged by SRJ. Otherwise, flatness & shape tolerance default to the ASTM specific standard reference for steel grade specified.
- Claims for out-of-flat condition only apply to material pre-process condition. Material processed by customer voids flatness claims
- For coil stock, flatness measurements must be made with the sheet resting bottom side down on a flat surface with the ends of the sample pinned down to eliminate coil set effects. Coil set and crossbow shall not constitute grounds for rejection
- For sheets and blanks, flatness measurements must be made with the sheet resting bottom side down on a flat surface. No consideration will be given for measurements taken with the sheet flipped upside down
- Claims will not be accepted for cosmetic defects unless customer has stated "surface critical" on the Purchase Order & acknowledged by SRJ

Rust and Storage Claims

• Material has been at the stored point of delivery for less than 30 days from delivery date



- Material has not been moved from the delivery point for any reason
- Material must be ordered with oil or appropriate chem treat to be considered for claim. Material ordered dry will not be considered
- Customer provides sufficient evidence that the rust existed prior to arrival at customers point of delivery