

Nucor Flat-Rolled Steel Claims Policy

This claims policy applies to flat-rolled steel products from Nucor Corporation's flat-rolled steel mills located in Berkeley County (SC), Crawfordsville (IN), Decatur (AL), Hickman (AR), and Tuscaloosa (AL). This document will explain Nucor's general policies and procedures required to file a claim. This is a general policy, and is not meant to cover all situations, and is offered solely as an accommodation to Nucor's customers. Therefore, Nucor reserves the right to examine each claim based on the individual circumstances. To the extent this policy conflicts with a written agreement between the parties or Nucor's Terms and Conditions of Sale, such agreement or such Terms and Conditions of Sale will govern.

If customer believes material supplied by Nucor does not meet the agreed-upon Requirements (defined below), a claim should be submitted to the appropriate mill personnel listed below:

Berkeley County, SC	Crawfordsville, IN	Decatur, AL	Hickman, AR	Tuscaloosa, AL
daphne.davis@nucor.com	erin.simpson@nucor.com	paula.handley@nucor.com or decaturclaims@nsdecatur.com	claims@nucorar.com	mike.harris@nucor.com
(843)336-6291	(765) 364-1323 ext 6520	(256)301-3558	(870) 762-2100 ext 1117	(205) 562-1413
(843)336-6790	(765) 361-5705	(256) 560-2067	(870) 763-0137	(205) 562-1706
Attn: Claims Clerk 1455 Hagan Avenue Huger, SC 29450	Attn: Claims Clerk 4537 Nucor Rd. Crawfordsville, IN 47933	Attn: Claims Clerk 4301 Iverson Blvd Trinity, AL 35673	Attn: Claims Clerk 7301 E Country Road 142 Blytheville, AR 72315	Attn: Claims Dept. 1700 Holt Rd N.E. Tuscaloosa, AL 35404

Each individual claim will be evaluated based on its technical merit in meeting agreed-upon requirements detailed in customer specifications, purchase orders, contracts and Nucor order

acknowledgments (the "Requirements"). "Fit for use" claims will not be considered unless expressly agreed upon in writing at the time of order entry.

When Nucor personnel have completed their review of a claim, a formal response will be forwarded to the customer. Deductions, nonpayment for material, sale or disposal of material prior to claim settlement could result in credit hold, shipping hold and/or claim denial. In addition, material returned to the mill without prior authorization will not be accepted.

Customer Requirements

Every claim submitted to Nucor must include the reason for rejection, material location, specific Nucor coil number(s), suspect weight, and material form (eg: slit mult, sheet, coil). All claims need to be submitted as soon as possible after the discrepant condition is discovered. This will allow the mill to implement timely corrective measures. In order to perform a proper claim investigation, Nucor requires that the customer forward a representative sample, photo, or video of the condition in question. If the photo(s) or video(s) provided are unclear or inconclusive, additional sample(s), photo(s), or video(s) of the condition may be required, or Nucor personnel may be required to visit and examine the material directly. Failure to submit requested samples within 30 days of the request will result in the claim being denied.

Credit For Claimed Material

For approved claims, Nucor will reimburse the cost of material plus the freight (to the shipped-to location of the material) only. Per Paragraph 7 of our Terms and Conditions of Sale, Nucor does not accept any consequential, incidental, processing, or handling charges (see below for excerpt of Paragraph 7). If material is authorized to be scrapped as a result of an accepted claim, scrap value is expected and will be negotiated between Nucor and the customer.

Excerpt from Paragraph 7 from Nucor's Terms and Conditions of Sale:

"BUYER'S EXCLUSIVE REMEDY AGAINST NUCOR, AND NUCOR'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO NUCOR'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT NUCOR'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL NUCOR HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL NUCOR HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES."

Dimensional Tolerances

Each Nucor mill is unique in its product capability and processing equipment. As such, dimensional tolerances are mill-specific and are warranted as provided in the Requirements.

General Conditions for All Claims

- Unless otherwise specified in the Requirements, Nucor will produce the steel to meet the full tolerance per the applicable ASTM standard.
- Claims filed more than 1 year after the mill ship date will not be considered.
- Claims will not be accepted for extremity (ID and OD) conditions.
- For Hot-rolled, Cold-rolled and Coated products Nucor guarantees 98% of the master coil to be satisfactory. Due to the nature of the product, coils for plate applications are excluded from this item in the policy.
- Accumulation claims composed of unidentified material from multiple coils will not be considered.
- Any claim for a shape-related defect (edgewave, centerbuckle, oil canning, etc) will require photos or videos of material in an as-shipped (prior to customer processing) condition, which clearly show the defect during unwinding of the coil. A measurement of wave height and frequency is also helpful. Shape claims will not be accepted on coils processed (eg: slit, leveled) after mill shipment.

- Shape claims will not be accepted against any Hot Roll material that is under .083" gauge, unless it is ordered with temper passing or leveling (for shape correction).
- Claims for coil breaks will not be considered on hot rolled or pickled & oiled material, unless specified as "Coil Break Critical" on the customer purchase order.
- Coil break claims filed more than 120 days after shipment will not be considered.
- A minimum of 10% of a coil must be processed and evaluated prior to filing a full-coil claim. **Due to the nature of the product, coils for plate applications are excluded from this item in the policy.**
- Unless otherwise specified, the top side of the steel (the as-received, visible OD surface) will be considered the prime side.
- Weight discrepancy claims for less than 1% of shipped weight will not be accepted.
- Claims for coil set will not be considered.
- All material is shipped EXW (Incoterms 2000) loaded Nucor's shipping facility. Customer bears risk of loss in transit. Therefore, it is the responsibility of the customer to file a claim with the transportation company, should any transit handling damage or transit rust occur.
- All claims require inspection pursuant to the Terms and Conditions of Sale.

Rust & Stain Policy

- Rust claims will not be considered on material ordered as dry, unless the coil is ordered with another rust preventive measure (edge sealant, chemical treatment, etc). Rust claims on HR coil or plate will only be considered if specified on the Purchase Order.
- Nucor warrants only plastic- (i.e., shrink or stretch-wrapped) or paper-wrapped product against rust.
- Nucor does not warrant against rust on poly-bagged material.
- Nucor warrants packaged coils against storage rust; however, due to geographic location differences and available shipment methods, please consult the producing Nucor facility for specific time restrictions.
- Documentation of condition (pictures, transportation paperwork, etc) must be submitted to Nucor promptly upon discovery of the rusted condition.
- Nucor does not warrant against condensation rust. In order to avoid condensation rust, do not unwrap coils until the coils reach ambient room temperature.
- Nucor does not warrant against rust or oxidation after mill shipment.

Export

- Claims for export **are** covered under a separate policy

Secondary Product

Secondary is sold on an "as is" basis without any warranties. Defects stated in the material history are typically the primary reason(s) for rejection, but may not be all-inclusive.