



General Terms and Conditions of Sale of BlueScope Lysaght (Fiji) Pte Limited trading as Lysaght.

These General Terms and Conditions of Sale ("Conditions") will apply to and form part of any contract for the supply of goods, products and materials and related services ("Goods") by BlueScope Lysaght (Fiji) Pte Limited, Company Number 900, trading as Lysaght ("Lysaght") to the Purchaser.

Effective: 1 July 2026

Nothing in these Conditions excludes, restricts, modifies or limits any rights or remedies that cannot lawfully be excluded, restricted or modified under any applicable law.

1. Quotations, orders and contracts

1.1. All quotations made, and any order for Goods which is accepted, by Lysaght are subject to these Conditions and any other terms which are agreed to in writing by the parties. These Conditions are to the exclusion of any previous dealings between Lysaght and any Purchaser and to the exclusion of any additional or alternative terms and conditions sought to be imposed by the Purchaser unless expressly agreed by Lysaght in writing. These Conditions set out the entire agreement between the parties in relation to their subject matter. Terms inferred from previous dealings or subsequent conduct will not vary or replace these Conditions. For export sales only: The terms of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded in their entirety.

1.2. A quotation is not a binding offer to sell. Lysaght may withdraw, revoke or vary a quotation at any time prior to accepting an order in response to that quotation.

1.3. Lysaght 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 Lysaght creates a Sales Order that is issued to the Customer.

1.5. Once an order has been accepted by Lysaght, the Purchaser may not cancel, vary, suspend or defer that order, in whole or in part, without the prior written consent of Lysaght, which may be given or withheld in Lysaght's absolute discretion.

1.6. If Lysaght agrees to any cancellation or variation, such agreement may be subject to such conditions as Lysaght determines, including (without limitation) payment for all costs, losses and expenses incurred by Lysaght in connection with the order, including raw materials, production costs, administrative costs and any loss of margin.

1.7. Lysaght is under no obligation to accept any request for cancellation or variation of an order after acceptance.

1.8. Orders for non-stock, custom-manufactured or specially procured Goods are strictly non-cancellable and non-returnable.

2. Price

2.1. 2.1 Subject to these Conditions, the price of Goods will be as agreed between Lysaght and the Purchaser at the time of Lysaght's acceptance of the Purchaser's order. Any

prices appearing in any price list issued by Lysaght are subject to alteration without notice and, unless expressly stated otherwise in writing, are recommended prices only and do not oblige Lysaght to sell at those prices.

2.2. If, in the period between acceptance of an order by Lysaght and delivery of the relevant Goods, Lysaght incurs an increase in the cost of producing, procuring and/or delivering the Goods, Lysaght reserves the right to increase the price of those Goods, provided that Lysaght gives prior written notice to the Purchaser and the increase does not exceed the increase reasonably incurred by Lysaght.

2.3. The price of Goods specified by Lysaght in any quotation will remain valid for a period of 14 days unless otherwise specified in the quotation and is subject to any other conditions specified in the quotation.

2.4. If VAT or any other tax, levy, duty or government impost is payable on or in connection with the supply of Goods, the Purchaser must pay, in addition to the price, the amount of such VAT, tax, levy, duty or impost, unless the price is expressly stated to include it. Such amounts may be shown as a separate amount on invoice.

2.5. Unless otherwise agreed, the price of the Goods does not include the cost of delivery of the Goods, which will be as agreed by the parties at the time Lysaght accepts the Purchaser's order. Where Lysaght incurs any additional costs arising out of late notification of a change to the agreed delivery schedule, storage charges where Goods are not collected promptly or are not delivered when ready for delivery for reasons outside Lysaght's control, demurrage, delay in unloading, or return delivery, Lysaght may pass those costs through to the Purchaser to the extent reasonably incurred. Long lengths may be subject to an additional delivery charge, and maximum product lengths may be determined by Lysaght.

2.6. Unless otherwise requested by the Purchaser in writing, the price provides for Lysaght's standard packing arrangements.

3. Payment

3.1. Unless Lysaght grants credit to the Purchaser, and subject to Lysaght's right to withdraw credit under these Conditions, payment for Goods purchased from Lysaght must be made by the Purchaser in immediately available funds at the time of accepting the quotation and placing the order.



3.2. Where the Purchaser has an approved credit account with Lysaght, the Purchaser must ensure that payment for the Goods is made to Lysaght by the last working day of the month following the month of invoice, unless otherwise agreed in writing by Lysaght. Payment must be made sufficiently before bank closing time on the due date to enable same-day banking.

3.3. Lysaght may re-evaluate payment terms, suspend performance of an order or terminate an order entirely if, in Lysaght's reasonable opinion, the credit of the Purchaser becomes impaired, payment is in jeopardy, or there is a material adverse change to the Purchaser's financial position.

3.4. Lysaght may charge interest on overdue amounts at a rate of 25% per annum, calculated on the outstanding balance from the due date until payment is received in full.

Interest may be calculated and applied periodically in accordance with Lysaght's accounting and credit control systems, including as part of its customer dunning or collection processes.

Any interest charged may be invoiced to the Purchaser as a separate amount or included in statements of account and becomes immediately due and payable upon invoicing.

Lysaght's failure to charge interest at any time does not constitute a waiver of its right to do so.

3.5. Neither party may set off any amount owed by it to the other against any amount owed, or that may become owed, to it by the other party. However, discounts, rebates, credits and other payments due from Lysaght to the Purchaser may be paid by way of credit note against amounts owing by the Purchaser.

3.6. Payments made by credit card may be subject to a surcharge to the extent permitted by law.

3.7. Payments made by cheque are deemed as accepted once funds are cleared into Lysaght bank account. The date of cleared funds is the recorded date of payment.

4. Default by Purchaser

4.1. If the Purchaser is in default of any of its obligations under these Conditions or any other agreement between the Purchaser and Lysaght for the supply of Goods (including any obligation to pay) ("Default Event"), Lysaght may notify the Purchaser of the default and immediately suspend delivery of any further Goods whether under these Conditions or otherwise until the default is remedied.

4.2. If a Default Event occurs, Lysaght may terminate this or any other agreement for the supply of Goods to the Purchaser if the Purchaser does not remedy the relevant default within 10 Business Days after receipt of notice of the default.

4.3. If the Purchaser defaults in payment and does not remedy the default within 10 Business Days after notice, or the Purchaser becomes subject to an Insolvency Event, Lysaght may, in addition to any other rights it may have under these Conditions or at law:

- a. terminate any contract between Lysaght and the Purchaser in relation to Goods that have not been delivered;
- b. withdraw any credit facilities extended to the Purchaser and require immediate payment of all moneys owed to Lysaght by the Purchaser;
- c. issue an invoice for, and demand immediate payment for, Goods ordered by the Purchaser but not yet delivered; and/or
- d. refuse, without prejudice to any other rights, to supply or deliver further Goods to the Purchaser until the default is remedied.

4.4. Where the Purchaser is in default of any obligation under these Conditions, Lysaght is entitled to recover from the Purchaser all costs, expenses and losses incurred in connection with enforcing its rights or recovering any amounts due, including (without limitation) legal costs on a solicitor-client basis, debt collection costs, and administrative expenses.

Lysaght may, at its discretion, require the Purchaser, or any of its directors, shareholders or related parties, to provide a guarantee and indemnity in a form acceptable to Lysaght as a condition of continuing to supply Goods on credit or at all.

The Purchaser agrees to promptly do all things and execute all documents reasonably required by Lysaght to give effect to any security, guarantee or other arrangement intended to secure payment of amounts owed to Lysaght.

Lysaght may suspend supply of Goods or terminate any agreement with the Purchaser until such security or guarantees are provided to its satisfaction.

Nothing in this clause limits any other rights or remedies available to Lysaght at law or in equity.

5. Specifications, materials or special orders

5.1. All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists, promotional literature or other advertising matter of Lysaght or elsewhere are approximations only. They are intended as a general description for information and identification purposes only and do not create a sale by description. Lysaght reserves the right to alter material specifications shown in promotional literature to reflect changes made after publication.

5.2. Unless otherwise stated in a quotation, Goods will be supplied within 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.

5.3. Where Lysaght is required to order special, non-standard material or qualities for which a supplier imposes minimum order quantities, the Purchaser may be required to accept an increase of up to 10% over the quantity ordered and, if so requested, must accept and pay for such increase at the applicable unit rate.

5.4. If Lysaght processes the Purchaser's goods or materials, Lysaght does not warrant that those goods or materials are suitable for processing and accepts no



responsibility or liability for damage done or caused to them, except to the extent such liability cannot lawfully be excluded.

5.5. The Purchaser is solely responsible for assessing the suitability of the Goods for a particular purpose. If the Goods are required for a particular purpose or are required to possess certain characteristics, the Purchaser must specify that purpose or those characteristics in writing in its order. Unless Lysaght expressly confirms in writing that the Goods are reasonably fit for that specified purpose or possess those specified characteristics, the Purchaser agrees that it did not rely on the skill or judgment of Lysaght in relation to those matters.

6. Delivery and Risk

6.1. Unless otherwise agreed, Lysaght must deliver Goods to the Purchaser as follows:

- a. Lysaght 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;
- c. unless otherwise agreed, delivery is DAS (Delivery at Site or Store) and delivery is effected when the Goods arrive and are ready for unloading at the nominated site or store, or at such drop spot as Lysaght or its transport contractor reasonably considers safe or prudent;
- d. unloading of Goods is the Purchaser's responsibility at its own cost and risk, and Lysaght may charge the Purchaser any reasonable costs incurred as a result of delay in unloading or inability to unload, including return delivery fees;
- e. where the Purchaser or its agent is absent, Lysaght or its transport contractor may unload the Goods without liability, and [Added from Fiji strength: where the site or store is unattended, the delivery docket or manifest signed by the cartage contractor is prima facie evidence of due delivery];
- f. where the Purchaser attends Lysaght's premises to collect the Goods, delivery occurs when the Goods are set down in, on, or alongside the Purchaser's vehicle, as determined by Lysaght. ,

6.2. Goods ordered for collection will be held for a maximum period of 5 Business Days after the specified collection date. If the Goods are not collected by that time, they may be delivered to the Purchaser's site or store or to another store selected by Lysaght, and all reasonable costs incurred by Lysaght in relation to holding and delivery will be charged to and paid by the Purchaser.

6.3. The Goods are at the Purchaser's risk from the time they are delivered to the Purchaser or its nominee in accordance with this clause 6.

6.4. Dates and times quoted for delivery are estimates only. Delay in delivery does not entitle the Purchaser to damages or any other remedy unless otherwise required by non-excludable law. Maximum product lengths vary and delivery of such lengths will be determined by Lysaght.

6.5. Lysaght is not obliged to complete any order in one delivery and may deliver by instalments. Each instalment is deemed to be sold under a separate contract. Failure to deliver an instalment does not entitle the Purchaser to terminate the balance of the order.

6.6. Where Lysaght or its transport contractor enters the Purchaser's premises or a third party's premises to effect delivery, the Purchaser releases Lysaght from, and indemnifies Lysaght against, claims, losses or liabilities arising out of that entry and delivery, except to the extent caused by the fraud, negligence, wilful misconduct or error of Lysaght, its officers, employees or transport contractor.

6.7. No defect or claim in respect of Goods delivered entitles the Purchaser to reject delivery of any other Goods not subject to the defect or claim, even if delivered as part of the same order.

6.8. If a party is prevented either directly or indirectly from performing any of its obligations under these Conditions (other than an obligation to pay) by reason of Force Majeure, it may, by notice to the other party, either extend the time for performance for a reasonable period or, if Lysaght is the affected party, terminate the contract in relation to Goods not yet delivered, and the other party will have no claim for damages or other remedy for breach of contract arising solely from that Force Majeure event.

7. Retention of Title

7.1. Legal and equitable title to the Goods remains with Lysaght until Lysaght receives payment in full for the Goods and for all other monies owed by the Purchaser to Lysaght on any account. Until full payment is received, the Purchaser must:

- a. hold the Goods as bailee for Lysaght;
- b. keep the Goods in good and merchantable condition and fully insured against loss or damage;
- c. not sell the Goods except with prior written consent of Lysaght or in the ordinary course of the Purchaser's business on arm's length market terms, and any proceeds of re-sale to the extent attributable to the Goods must be held on trust for Lysaght in a separate account or otherwise clearly identified in the Purchaser's books and records;
- d. not create any encumbrance over the Goods inconsistent with Lysaght's title;
- e. where the Goods are processed, incorporated into, or used in manufacturing other goods, hold the relevant part of the processed goods and the proceeds of sale on trust for Lysaght; and
- f. store the Goods separately from other goods so they remain readily identifiable as the property of Lysaght.

7.2. For the purpose of clause 7.1.e, "relevant part" means an amount equal in dollar terms to the amount owing by the Purchaser to Lysaght at the time the Goods are used in manufacture or incorporation.

7.3. If the Purchaser fails to pay by the due date, becomes subject to an Insolvency Event, or in Lysaght's reasonable



opinion payment of any amount in respect of the Goods is in jeopardy, the Purchaser must, at its cost and immediately on demand, return to Lysaght any Goods to which title is retained by Lysaght.

7.4. If the Purchaser does not return the Goods on demand, the Purchaser irrevocably authorises Lysaght and its representatives to enter upon any site where the Goods are located to retake possession of them without prior notice, and indemnifies Lysaght against all fees, costs, legal expenses and losses arising in connection with retaking possession.

7.5. Lysaght may resell any Goods returned to it or repossessed by it under this clause.

8. Application of the PPSA

8.1. In this clause 8, PPSA means the Personal Property Securities Act 2017.

8.2. To the extent Lysaght's interest in any Goods constitutes or may constitute a registrable or enforceable security interest under any applicable law, the Purchaser acknowledges and agrees that Lysaght may take any steps it considers desirable to register, perfect, protect or enforce that interest, and the Purchaser must promptly do all things and sign all documents reasonably required by Lysaght for that purpose.

8.3. The Purchaser waives, to the maximum extent permitted by law, any right to receive notices that may be waived in relation to the registration, perfection or enforcement of any such security interest.

8.4. Nothing in this clause 8 limits any other rights of Lysaght under these Conditions or at law.

9. Damage, Inaccuracies and Defects

9.1. The Purchaser must check all Goods immediately upon delivery or unloading and must notify Lysaght in writing within 5 Business Days of any inaccuracies, short supply, damage, fault, defect or non-compliance with the contract.

9.2. If the Purchaser does not notify Lysaght in accordance with clause 9.1, Lysaght will not be responsible for any loss or damage arising out of or resulting from those matters, except to the extent such exclusion is not permitted by law.

9.3. If the Purchaser gives notice in accordance with clause 9.1 and, in Lysaght's reasonable opinion, the notice is justified and the Goods have not been used, Lysaght will arrange, at its option, to repair or replace the affected Goods, and Lysaght's liability will be limited in accordance with clause 10.

9.4. Any query regarding an invoice must be lodged with Lysaght within 5 Business Days after the issue date of the invoice.

9.5. Goods are not defective merely because of the presence of rust, millscale or rolling seams except to the extent otherwise required by applicable standards or by law.

9.6. All roll toolage, shears, lifting and associated equipment which Lysaght makes or obtains to produce the Goods remain the property of Lysaght unless otherwise expressly

agreed. Any payment made in respect of them is deemed to be a charge for use only.

10. Warranties, Liabilities and Indemnities

10.1. Where applicable, Goods must be installed in accordance with Lysaght's recommended fixing procedures, and Lysaght is not liable for loss or damage arising out of a failure to do so.

10.2. Any advice, representation or statement given by Lysaght's employees, agents or subcontractors in connection with the design, installation or use of the Goods, whether oral or written, is of a general nature only. The Purchaser must satisfy itself that any such advice is valid and suitable for the Purchaser's intended use. Such advice is given on a best endeavours basis only and is accepted entirely at the Purchaser's risk.

10.3. Subject to clause 10.5:

- a. except for the warranties expressly provided in these Conditions, any written warranty issued by Lysaght, and any rights that cannot lawfully be excluded, all conditions, warranties, undertakings and representations, express or implied, are excluded to the maximum extent permitted by law;
- b. Lysaght's liability for any defect in the Goods or the supply of the Goods is limited, at Lysaght's option, to repair, replacement, or payment of the cost of repair or replacement of the Goods and, in the case of services, resupply of the services or payment of the cost of resupply;
- c. Lysaght is not liable to the Purchaser or any other person in connection with the Goods, the supply of the Goods, or these Conditions for any loss arising from acts or omissions of the Purchaser or its personnel, loading, unloading, delivery, delay, removal or replacement of Goods, use of loaned or hired tools or equipment, third party claims, or the fitness or suitability of the Goods for a purpose unless that purpose is expressly stated by the Purchaser in writing and expressly confirmed in writing by Lysaght; and
- d. to the maximum extent permitted by law, neither party is liable to the other for business interruption, loss of revenue, loss of income, loss of production, loss of use, loss of product, loss of business, loss of profits, loss of opportunity, loss of contracts, loss of investment, loss of goodwill, damage to reputation, loss of anticipated savings, or any indirect or consequential loss.

10.4. The Purchaser indemnifies and must keep indemnified Lysaght and its officers, employees and agents against all losses arising out of or relating to:

- a. Lysaght's use of or reliance on any materials, design, drawing or specification provided by the Purchaser, including any allegation of infringement of intellectual property rights;
- b. any loss or damage caused by or during the processing of materials supplied by the Purchaser;



- c. any loss or damage caused by any tool or equipment loaned or hired out by Lysaght;
- d. the negligence, wrongful act or omission, breach of duty, breach of contract, wilful misconduct, fraud or error of the Purchaser or its personnel;
- e. any injury, death, loss of or damage to property connected with the conduct or operations of the Purchaser; or
- f. misuse of the Goods by the Purchaser;
- g. where the Purchaser provides the design, the Purchaser accepts full responsibility for that design and indemnifies Lysaght against claims arising from it, including patent, registered design and similar claims.

10.5. Where the Purchaser has the benefit of rights that cannot lawfully be excluded or where applicable law requires apportionment or reduction of liability, the indemnities and exclusions in this clause 10 will operate only to the maximum extent permitted by law.

10.6. To the extent permitted by law, the maximum aggregate liability of Lysaght to the Purchaser for all losses in connection with these Conditions and the relevant order is limited to an amount equal to the price paid for the Goods under the order to which the claim relates.

10.7. In the case of goods or components not manufactured by Lysaght, Lysaght will pass on to the Purchaser, and where reasonably requested use its best endeavours to enforce at the Purchaser's cost and for the Purchaser's benefit, such warranties and guarantees as Lysaght has obtained from its suppliers.

11. Confidentiality

11.1. Each party must keep confidential and proprietary information disclosed by the other party confidential and must not disclose it except to its officers, employees, contractors, agents, advisers and related bodies corporate who need to know it, where disclosure is required by law, where the information is already public other than through breach, or where received lawfully from a third party entitled to disclose it.

11.2. For the purposes of these Conditions, confidential information includes information relating to the Goods, technical information, pricing, supply arrangements, business affairs and methods of carrying on business of the disclosing party. This clause is particularly intended to protect pricing structures, technical literature, specifications, drawings and sales arrangements.

12. Intellectual Property

12.1. Lysaght retains all intellectual property rights in any Goods, promotional literature, technical documents, drawings or other information provided by Lysaght to the Purchaser.

12.2. The Purchaser must use Lysaght's intellectual property rights only in relation to the Goods or as otherwise approved by Lysaght and must not use them in any way that would damage, dilute, mislead, or be materially detrimental to the name, reputation or image of Lysaght.

12.3. If the Purchaser breaches these Conditions, Lysaght may require the Purchaser to cease use of any intellectual property right and to deliver up or destroy any relevant materials, including marketing and advertising materials, logos, labels and reproductions of BlueScope and Lysaght brands.

12.4. The Purchaser must ensure its employees, contractors and agents comply with this clause 12.

12.5. All goodwill generated through the Purchaser's use of Lysaght's intellectual property rights accrues for the benefit of Lysaght.

13. Miscellaneous

13.1. The law applicable to the agreement between Lysaght and the Purchaser is the law in force in Fiji, and the parties submit to the non-exclusive jurisdiction of the courts of Fiji.

13.2. Nothing in these Conditions constitutes Lysaght as a subcontractor of the Purchaser. Lysaght's obligations are those of a supplier of materials and related services only.

13.3. Mass of reinforcing bar calculated by Australian standards.

13.4. A party waives a right under these Conditions only if it does so in writing. A waiver of one breach does not operate as a waiver of any other breach.

13.5. Each provision of these Conditions is separate and severable. If any provision is invalid or unenforceable in any jurisdiction, that provision is to that extent treated as deleted without affecting the remaining provisions.

13.6. Neither party may assign its rights under these Conditions without the prior written consent of the other party, except as expressly permitted by clause 13.7.

13.7. Lysaght may assign, declare a trust over, transfer or otherwise deal with receivables owed to it by the Purchaser and any associated rights and interests, and may assign any contract to a related corporation or to a purchaser of all or substantially all of the relevant business assets, on notice to the Purchaser.

13.8. The Purchaser must comply with all applicable laws and requirements of any regulatory authority relevant to its business and the Goods, including laws and requirements relating to the environment, health, safety, storage, handling and sale of Goods, and must comply with any processes, product information, material safety data sheets, reasonable instructions or directions issued by Lysaght in connection with the Goods.

13.9. Any business conducted by electronic data interchange may be conducted in accordance with any applicable electronic trading partner agreement between the parties.

13.10. Non-stock or MTO (Made to Order) items are not returnable by the Purchaser. Lysaght may, in its discretion, accept the return of stock items and may charge a restocking fee and any associated freight, handling or administration costs.



14. Business Standards

14.1. Each party represents, warrants and undertakes to the other that it, and its directors, officers, employees, representatives and related corporations involved in performance under these Conditions, will comply with all applicable anti-bribery and anti-corruption laws and will not engage in conduct involving slavery, forced labour, involuntary servitude, debt bondage, human trafficking or similar exploitation prohibited by law.

14.2. Each party will take reasonable steps to promote and enforce compliance with those standards within its organisation.

14.3. Lysaght may include in its published materials or credit documentation a statement encouraging the reporting of business conduct concerns through BlueScope group reporting channels or other internal reporting mechanisms.

Our commitment to integrity and ethics

Lysaght is committed to ethical and fair dealings with its suppliers and customers. If you become aware of any business conduct issue arising out of your dealings with Lysaght, we encourage you to report that matter either via your account contact or, alternatively, via Business Conduct Reporting Hotline of BlueScope, Lysaght's parent company (which allows for anonymous reports to be made).

Contact details of BlueScope's Business Conduct Reporting Hotline can be found at:

<https://www.bluescope.com/our-company/ethics-compliance>

15. Interpretation

15.1. In these Conditions:

- **Business Day** means Monday to Friday (inclusive), excluding public holidays at the place of delivery;
- **Force Majeure** means an act of God, war, fire, strike, lockout, trade or industrial dispute, government interference, transport delay, accident, breakdown of plant or machinery, shortage or non-delivery of supplies, pandemic, disease or illness, or any other cause beyond the affected party's reasonable control, but excludes lack of funds or inability to make payment when due;
- **Insolvency Event** means insolvency, liquidation, receivership, administration, bankruptcy, compromise with creditors, suspension of payment of debts, or any analogous event under applicable law;
- **Law** means legislation, regulations, bylaws, orders, awards, proclamations, statutory instruments and the common law and principles of equity applicable to the subject matter of these Conditions;
- **Losses** means all losses, damages, liabilities, costs, charges, expenses, claims, actions, suits or proceedings;
- **Purchaser** means any person, business, company or individual acquiring Goods from Lysaght;
- **Working Hours** means between 7.00am and 5.00pm on any Business Day at the place of delivery.

15.2. The following rules of interpretation apply:

- a. any requirement for writing may be satisfied by letter, email, or agreed EDI;
- b. neither party will be disadvantaged in interpretation because it proposed or drafted any part of these Conditions; and
- c. words such as "including", "for example" and similar expressions do not limit general words.