



Coated & Industrial Products Australia Online Auction User Agreement

AUCTION RULES

ONLINE SURPLUS STOCK AUCTIONS USER AGREEMENT

This Agreement sets out the terms and conditions on which BlueScope Steel (BSL) provides an **Online bluescopesteelconnect@ Surplus Stock Auction** service to Registered User Members via the www.bluescopesteelconnect.com website (the Online Auction).

This Agreement forms part of the Website Terms and Conditions of Use and the Online Terms and Conditions of Sale

To the extent of any inconsistency between this Agreement and any other terms and conditions on this website regarding the Online Auction, this agreement will take precedence.

Please note that we may amend this Agreement at any time without notification.

We will endeavour to post any significant amendments to the Auction Rules on the Site within 30 days of the change. The terms and conditions set out below are current as of **1st July 2011**.

If you have any comments or queries in relation to the Auction, please contact BSL's customer support line on 1800 222 031 or e-mail to steelconnect@bluescopesteel.com

We recommend that in addition to this Agreement you also access and read the documents linked to this page and referred to in this Agreement, as they contain further terms and conditions that apply to you.

If you are not a registered Member or do not agree to be bound by the following terms and conditions, you are not authorised to view, access or participate in any BSL Online Auctions.

1. Membership eligibility

- 1.1 You may only participate in an Online Auction if you are a Registered User Member and the Account Manager has provided you with the appropriate authorisation.
- 1.2 Your membership may be suspended by BSL, at any time and without notice, in the event of a breach of any term or condition of this Agreement or any other obligation placed on you by BSL, including those related to the ordering, payment and delivery of BSL products or services.
- 1.3 If you are registered as a business or corporate entity, you represent that you have the authority to bind that entity to this Agreement.

2. Access charges

- 2.1 BSL does not charge any fees for access to the Online Auction. Bidding for items on the Site is also free of charge.

3. Auction

BlueScope is a trademark of BlueScope Steel Limited

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This message may contain information that is confidential and/or subject of legal privilege intended only for use by the intended recipient

If you are not the intended recipient and have received this message in error please notify the sender immediately and delete the message.

- 3.1 The Online Auction is run as a blind auction. This means bids can only be viewed by BSL and by the bidding Member. You cannot view the bids placed by any other Member in relation to any Auction Item.
- 3.2 Online Auction dates, times and Auction Items will be published on the Site, as and when Surplus Stock list becomes available for auction (usually on a weekly basis). On the days of auction, the Online Auction will be open at 12 noon (Sydney time) Friday and will close 12 noon (Sydney time), the following Wednesday (the Allotted Time). BSL reserves the right to vary the Allotted Time without notice. During Allotted Time you may place a bid on any Auction Item listed for your company on the Site. Any bids placed outside of the Allotted Time will not be considered by BSL. BSL will not be liable for any loss suffered by you, resulting directly or indirectly from any bids not received by BSL within the Allotted Time (whether or not resulting from any error, omission or fault of BSL, including any computer malfunction).
- 3.3 Subject to clause 4, if you are the highest bidder of an Auction Item you will be entitled to purchase the Auction Item for your bid price plus GST (Bid prices are in Australian Dollars Per Metric Tonne, excluding GST). Your auction results will be posted on the Site within 24 hours of acceptance of a bid. The successful bidder becomes obliged to complete the transaction with BSL as at the time and date of the results of the auction being posted.
- 3.4 An auction may be cancelled at any time at the discretion of BSL. If an auction is cancelled, you will be notified of the cancellation via e-mail. BSL will not be liable for any loss suffered by you, resulting directly or indirectly from the cancellation of any Online Auction.

4. Auction Items

- 4.1 BSL will only auction Prime Surplus Stock.
- 4.2 While BSL has used its best efforts to ensure that the Auction Items are accurately described, and are available for purchase and delivery, in the quantities and to the dimensions specified, you acknowledge and accept that the Auction Items:
- (a) Are provided on an “as is” basis.
 - (b) May not include a Test Certificate.
 - (c) May not be branded.
 - (d) May not be accurately identified or described on the Site
 - (e) May not be available for your purchase and/or delivery to you, in particular where
 - 1. A Higher Priority Order is received for the Surplus Stock Auction item. You acknowledge and accept that Auction Items may be withdrawn or recalled from auction by BSL to meet such higher priority orders.
 - 2. Your membership rights are, (or if you are, in BSL’s opinion likely to become) suspended.
- 4.3 BSL makes no representation that the Auction Items will meet your requirements or specifications (including quantity, grade and dimensions requirements).

- 4.4 In the event that you placed a successful bid for an Auction Item and the Auction Item is either withdrawn or recalled, you will not be supplied the Auctioned Item and BSL's liability will be limited to: Replacement of the Auction Item, within a reasonable time, with comparable goods at the Bid Price (unless in the circumstances that the withdrawn/recalled item was supplied to the successful bidder as a Higher Priority Order), provided that such goods constitute Surplus Stock.

5. Prices

- 5.1 The Online Auction provides a unique market for selling Surplus Stock. You acknowledge and accept that any prices obtained by you for Auction Items through a successful bid on the Online Auction is a once-off price for the specific Auction Item for the quantities of that item specified on the Site. All other orders, which you place with BSL, will be charged at your List Price for the same or comparable BSL products.
- 5.2 The price obtained by you in relation to an Auction Item is to remain confidential and must not be disclosed to any other BSL Customers without the express permission of BSL's Representative.
- 5.3 A Reserve Price may be set for specific Auction Items. You will be notified if your bid meets the Reserve Price. If the Reserve Price is not reached, BSL may remove the Auction Item from auction or otherwise accept one of the bids placed for the Auction Item.

6. Bidding process

- 6.1 You acknowledge that all bids are placed in Australian dollars on a per metric tonne / FIS basis (excluding GST).
- 6.2 In relation to each bid there is a Default Order Number allocated to you or you can nominate your own at the time of bidding.
- 6.3 You may only vary or withdraw your bid at any time during the Allotted Time and at no other time. If you are the successful bidder at the close of the auction or your bid is otherwise accepted by BSL, you must complete the transaction with BSL. If more than one Member provides the same bid (as calculated post adjustment for freight and associated costs of delivery) the transaction will be awarded to the Member who placed the bid at the earlier recorded time.
- 6.4 By bidding on an Auction Item you agree to be bound by
1. The Website Terms and Conditions of Use
 2. The Coated & Industrial Products Australia Terms and Conditions of Sale
 3. The Auction Rules and all other payment terms and conditions applicable to you.

7. Delivery of Auction Items

- 7.1 Auction Items purchased by you are subject to the delivery performance conditions applicable to normal BSL domestic sales and delivery on the following terms:
- (b) One (1) week Lead-Time for deliveries within the State listed as the location of the Auction Item. If the destination of the surplus item is not in the State where the item is

located, then the auction system calculates one week, plus the standard lead-time parameter for the customer destination.

- (c) You need to be aware that orders can be delivered earlier than the delivery week at BSL's discretion on a WAED (Will Accept Early Delivery) basis.

8. Penalties for breach of Auction Rules

8.1 Without limiting BSL's other remedies under this Agreement or under the law, BSL may temporarily or indefinitely suspend or terminate your membership, immediately remove any of your bids, withdraw or recall an Auction Item in relation to which you have made a bid or deny you access to the Site if:

- (d) You breach any of the terms or conditions contained in the Auction Rules or any other document incorporated by reference,
- (e) BSL is unable to verify or authenticate any information provided by you or such information is inaccurate or incomplete, or
- (f) BSL holds a reasonable belief that your actions may cause BSL significant financial loss or give rise to legal liability for BSL or other registered Members.

9. Warranties

9.1 Without limiting clause 4, and except as otherwise provided to the contrary in this Agreement, all conditions and warranties (including in relation to quality, performance or fitness for a particular purpose) implied by law (other than those that cannot be excluded by agreement) are excluded.

9.2 If any law which cannot be excluded by agreement implies into this Agreement any condition or warranty, BSL's liability for breach of any such condition or warranty shall be limited, at the option of BSL, to any one or more of the following:

- (a) If the breach relates to goods, the replacement or the cost of replacing the goods (but subject to clause 4.4, and
- (b) If the breach relates to services, the supplying of the services again or the cost of supplying the services again.

9.3 Except to the extent expressly provided for in this Agreement, BSL shall not be liable to you in respect of:

- (a) Any loss, damage or injury (including without limitation any loss of profit, occurrence of any liability, indirect or consequential loss, damage or injury or loss of opportunity) arising from the non-supply, supply or use of any or all the Auction Items (whether or not resulting from any defect, failure or other deficiency of the Online Auction or act or omission of BSL), use of the Site or the Online Auction (however arising, including BSL's negligence); and
- (b) Any defect, failure or other deficiency in the Auction Items or the performance of the Auction Item or Items in conjunction with any equipment or materials applied by you.

10 Customer Feedback

- 10.1 If at any time, you would like to discuss with BSL how the Online Auction can be improved or if you have a complaint related to the Auction, you are invited to telephone BSL's customer help line on 1800 222 031 or contact your Account Manager. BSL will investigate any complaint promptly and take reasonable steps to resolve the problem.
- 10.2 If the problem cannot be resolved, you agree to enter into mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.
- 10.3 In the event of a dispute, BSL may suspend the provision of any services or products to you until such time as the dispute is resolved. Suspension of any services or products will not affect your obligation to pay BSL for services rendered or products delivered up to the date of the suspension.

11 General

- 11.1 By placing a bid you are representing to us that you are an authorised representative of the company and that you accept this Agreement.
- 11.2 You must not interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site, including the Online Auction.
- 11.3 You must comply and hereby represent to us that you comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of and participation in the Online Auction.
- 11.4 BSL does not guarantee continuous, uninterrupted or secure access to the Site.
- 11.5 If any term or condition of this Agreement is held to be invalid or unenforceable, such provision shall be excluded from the Agreement and the remaining provisions shall remain.
- 11.6 No variation to this Agreement will be valid unless confirmed in writing by authorised signatories of both parties.
- 11.7 No agency, partnership, joint venture or franchiser-franchisee relationship is intended or created by this Agreement.
- 11.8 This Agreement is governed by and construed in accordance with the laws of the State of New South Wales.

Definitions:

Agreement means these Auction Rules and any schedules and attachments referred to therein.

Allotted Time means the time and date the auction is open for bidding until the auction is closed to bidding.

Auction Items means any BSL supplied products listed on the Site, as available for purchase through the Online Auction and constitutes Surplus Stock, or such other products, and in such quantities as specified or modified by BSL, in its absolute discretion, from time to time.

Bid Price means the price to be paid by the successful bidder for the Auction Items.

BSL means BlueScope Steel Limited and includes all employees, contractors, subcontractors, officers, directors and related bodies corporate (as defined under section 50 of the Corporations Act 2001).

BSL Customers means any entities supplied products or services by BSL from time to time, and include the User Members.

BSL Representative means your Account Manager or such other person nominated by BSL from time to time.

Delivery –As described in our Online Terms and Conditions of Sale (Ordering and Delivery)

FIS – As described in the Online Terms and Conditions of Sale

Higher Priority Order means any order placed by a BSL Customer under which the Customer List Price or a price higher than the Bid Price is to be paid and includes all orders placed with BSL for Mill Cycle Products.

Lead Time means the time that is taken to deliver the Auction Item from BSL to the Customers delivery address

List Price means the price paid or to be paid by a BSL Customer for Mill Cycle Products.

Mill Cycle Products – As described in the Online Terms and Conditions of Sale

Online Auction means the auction service provided by BSL to its Members through the Site.

Prime Means Coil or Sheet product produced to an Australian Standard

Registered User Member means a Registered Member who is a user, that has been registered and has had customer access confirmed by BlueScope Steel. The user must have completed the bluescopesteelconnect.com Customer Access Authorisation Form. Completing this form entails two authorisations:

1. The user's company authorisation
2. BlueScope Steel authorisation

Reserve Price is a pre-determined, recommended, minimum price level for each Auction Item. Reserve Prices are subject to constant change at BSL's sole discretion.

Site means the BSL website located at the URL www.bluescopesteelconnect.com.

Surplus Stock means any additional stock produced by BSL that was not allocated to a customer specific Mill Cycle or Stock order.

You means the person, company or entity and any related entity, that is a BSL Customer authorised to access and participate in the Online Auction; **your** has the corresponding meaning.

Will Accept Early Delivery (WAED) is an endorsement on the order that means that the customer agrees to accept delivery of the order or part order in a week that is earlier than the acknowledged delivery week.