

	POLICY	No.	VCP 7411.01
	Vendor Claims	Effective Date	08/01/2015
		Revision Letter	A

1.0 Purpose

This policy document establishes guidelines for the processing of all Vendor CLAIMS at New Process Steel, L.P. (“NPS”).

It is New Process Steel’s expectation that all goods or services furnished shall conform to all specifications and appropriate standards and will be free from defects in material and / or workmanship. In the event of a nonconformity, pursuant to Section 3 of the Terms and Conditions of Purchase found at <http://www.nps.cc/downloads/NPSTermsandConditionsPurchases.pdf>, NPS will notify Vendor and pursue recovery in accordance with the Claims Process below.

2.0 Scope

All employees and vendors.

3.0 Definitions

- 3.1 CLAIM – NPS created vendor non-conformance that documents a nonconformity from the purchased material or service.
- 3.2 FINANCIAL SETTLEMENT – The cash settlement with vendor related to an accepted claim.
- 3.3 NPS LOCATION – Any physical area where NPS owned material resides.
- 3.4 OUT OF SPECIFICATION – Material that does not match the ordered ASTM or NPS purchase order specifications.
- 3.5 PHYSICAL RECEIPT – Act of receiving material at an NPS location.
- 3.6 QUARANTINE WAREHOUSE – A designation within AX for inventory that has been deemed questionable and that needs to be dispositioned.
- 3.7 CONTAINMENT – Act of keeping OUT OF SPECIFICATION or potentially OUT OF SPECIFICATION material isolated from good material.
- 3.8 ACCEPTED CLAIM – A CLAIM that is accepted by the vendor for the full and requested CLAIM amount and terms.
- 3.9 REJECTED CLAIM – A CLAIM that is not accepted by the vendor for the full and requested CLAIM amount and terms.
- 3.10 VENDOR CORRECTIVE ACTION REQUEST – Formal request to investigate a problem that already happened and for a root cause analysis to prevent future occurrences of.

4.0 Policy

This Policy of NPS is to ensure the following:

4.1 Cycle Time

- 4.1.1 Vendor acknowledges receipt of CLAIM within 1 business day of submission.
- 4.1.2 Duration of time between the creation of the CLAIM and the FINANCIAL SETTLEMENT does not exceed 45 days.
- 4.1.3 Material is removed from an NPS LOCATION, if required, within 30 days of the FINANCIAL SETTLEMENT. Material remaining beyond this time period is subject to a storage fee of \$10.00 USD per net tonne per month.

4.2 CLAIM Amount and Approval

- 4.2.1 The CLAIM amount will include all cost of goods, including consequential damages, plus a \$250.00 USD claims processing fee.

4.3 FINANCIAL SETTLEMENT

- 4.3.1 CLAIMS will be financially settled with a vendor debit for vendors with open invoice transactions.
- 4.3.2 CLAIMS will be financially settled with a vendor wire (preference) or check for vendors with no open invoice transactions.
- 4.3.3 Any and all forms of payment that are mailed should be mailed to a PO box, as listed below:

United States

Attn: Accounts Payable
New Process Steel, L.P.

PO Box 55205
Houston, Texas 77255

Mexico (United States Based Businesses)

Attn: Accounts Payable
NP Steel SA de CV
C/O New Process Steel, L.P.

PO Box 55205
Houston, Texas 77255

4.4 OUT OF SPECIFICATION

- 4.4.1 Material that is deemed OUT OF SPECIFICATION at PHYSICAL RECEIPT is received into a QUARANTINE WAREHOUSE.

- 4.4.2 Material that is deemed OUT OF SPECIFICATION during a production run is transferred into a QUARANTINE WAREHOUSE.
- 4.4.3 Material that is deemed OUT OF SPECIFICATION at the time of shipment is transferred into a QUARANTINE WAREHOUSE.
- 4.5 Material CONTAINMENT**
- 4.5.1 Related material at NPS LOCATIONS and/or customer locations is contained if required.
- 4.6 REJECTED CLAIM Resolution**
- 4.6.1 A REJECTED CLAIM is escalated within the vendor's organization and within NPS.
- 4.7 VENDOR CORRECTIVE ACTION REQUEST**
- 4.7.1 Every accepted CLAIM has a corresponding VENDOR CORRECTIVE ACTION REQUEST.

5.0 Revision History

Effective Date	Rev Letter	Description of Change
08/01/2015	A	Initial Release.