

DECLARATION OF ACCEPTANCE OF THE E-AUCTION RULES

The e-Auctions organized by Tata Steel Ijmuiden B.V. ("**Tata Steel**") on the SAP Ariba e-Auction platform will be subject to the following rules:

1. Participation in an e-Auction is by invitation from Tata Steel. Other participants do not automatically qualify for participation.
2. Tata Steel will provide the participants of the e-Auction with a login and password for e-Auction website. The responsibility of preserving and maintaining the confidentiality, secrecy and security of the login id and password for the website solely rests upon the participant.
3. All information provided by Tata Steel with regards to the e-Auction, including part specifications, quantities, procedures and documentation are confidential and participants are obliged to keep such information confidential.
4. Tata Steel does not accept liability or responsibility for a failure of the technology used for the e-Auction, such as, but not limited to, a telephone line glitch, internet response issues or software or hardware hangs. A bid will only be considered made once actually received by Tata Steel on the SAP Ariba e-Auction website.
5. Tata Steel reserves the right to exclude a participant from the e-Auction event either for reason of a breach of these e-Auction rules or otherwise.
6. Any bid made by a participant in the e-Auction will be irrevocable, binding and cannot be amended under any circumstances.
7. Bids are only valid if submitted on the e-Auction website via the button 'Submit Current Lot'. Bids or additional terms submitted in another way, such as email, telephone or the button 'Compose Message' are invalid.
8. Unless specifically indicated otherwise, all bids will be in Euro and exclusive of VAT.
9. Tata Steel will, in its sole discretion, award the contract on the basis of the bids submitted during the e-Auction and other qualitative criteria as mentioned in the tender documentation.
10. Tata Steel reserves the right at any time to extend, reschedule, cancel or re-open the e-Auction.
11. If a participant is awarded the contract and subsequently defaults on its bid, such participant will be liable for the losses suffered by Tata Steel as a result. For the purpose hereof, the difference between the bid made by the defaulting bidder and the bid that is awarded will be considered losses suffered by Tata Steel. If long-term supply contracts are the subject of the relevant e-Auction, the obligation of the defaulting bidder will be limited to the losses during one contract year.
12. The quantity contained in the e-Auction lots is an indicator of the total volume that Tata Steel purchased on an annual basis in the past, it is under no circumstances a guaranteed quantity for future years.
13. All participant submitting a bid are obliged to keep their bid and any information relating to such bid confidential. All participants shall refrain from any form of collusion with other bidders.
14. These e-Auction rules govern the e-Auction process notwithstanding the applicability of the general terms and conditions of purchase to the contracts concluded following the e-Auction.

The undersigned hereby accepts the applicability of the e-Auction rules and confirms that it will fully abide.

Participant (Company):

Name:

Date:

Signature: