

# Nucor-Yamato Steel Company

Post Office Box 1228 \* Blytheville, Arkansas \* Telephone 800/289-6977 \* Fax 870/763-9107

July 13, 2010

To Our Valued Customers:

Effective July 13, 2010, the Raw Materials Surcharge (RMS) applicable on structural products will be \$148.00/ton or \$7.40/cwt.

<b>Product</b>	<b>Published Index (AMM)</b>	<b>Consumer Buying Price (Chicago)</b>	<b>Program Baseline</b>	<b>As of July 13<sup>th</sup> Monthly Surcharge per Ton</b>
Structural Products	Shredded Auto Scrap	\$310.00	\$162.00	\$148.00
Fuel Surcharges Effective August 1, 2010				
Truck	19%		Rail	12.5%

This RMS announcement represents a \$40.00/ton or \$2.00/cwt decrease from the June 15, 2010 surcharge announcement. In addition, effective immediately, Nucor-Yamato will increase the base price for all products by \$20 a ton or \$1.00/cwt. The net effect will be a \$20/ton or \$1.00/cwt reduction in transaction pricing.

If you have any questions, please contact your Nucor-Yamato Steel Company sales representative for further information.

Thank you for your continued support of Nucor-Yamato Steel.

Very truly yours,

*Gary Crouch*

Sales Manager  
Nucor-Yamato Steel Co.

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**ASTM A992/ASTM A572-50 PRICE LIST (and the equivalent grades of ASTM A709 and AASHTO M270<sup>1</sup>)**

**WIDE FLANGE, H-PILE AND STANDARD SECTIONS TRANSACTION PRICE**

**Pricing below includes surcharge of \$148.00/ton or \$7.40/cwt**

## WIDE FLANGE SECTIONS

W44x16	230-335	INQUIRE	W18X11	234-311	INQUIRE
			W18X11	76-211	40.25/CWT
W40X16	431	INQUIRE	W18X7 ½	41-71	36.25
W40X16	199-397	INQUIRE	W18X6	35-46	36.25
W40X11 ¾	149-327	INQUIRE			
			W16X10 ¼	67-100	36.25
W36X16 ½	441	INQUIRE	W16X7	36-57	36.25
W36X16 ½	231-395	INQUIRE	W16x5 ½	26-31	36.25
W36X12	182-256	40.25/CWT			
W36X12	135-170	37.50	W14x16	426-730	INQUIRE
			W14x16	145-398	INQUIRE
W33X15 ¾	201-387	INQUIRE	W14X14 ½	90-132	37.50
W33X11 ½	141-169	40.25	W14X10	61-82	36.25
W33X11 ½	118-130	37.50	W14X8	43-53	36.25
			W14X6 ¾	30-38	36.25
W30X15	173-391	INQUIRE	W14X5	22-26	36.25
W30X10 ½	124-148	40.25			
W30X10 ½	90-116	37.50	W12X12	230-336	INQUIRE
			W12X12	152-210	40.75
W27X14	146-368	INQUIRE	W12X12	65-136	37.00
W27X10	84-129	37.50	W12X10	53-58	36.25
			W12X8	40-50	36.25
W24x12 ¾	335-370	INQUIRE	W12X6 ½	26-35	36.25
W24x12 ¾	207-306	INQUIRE	W12X4	22	36.25
W24X12 ¾	176-192	43.50			
W24X12 ¾	104-162	37.50	W10X10	49-112	36.25
W24X9	56-103	36.25	W10X8	33-45	36.25
W24X7	55-62	36.25	W10X5 ¾	22-30	36.25
W21x12 ¼	223-275	INQUIRE	W8X8	31-67	36.25
W21X12 ¼	101-201	40.25	W8X6 ½	24-28	36.25
W21X8 ¼	48-93	36.25			
W21X6 ½	44-57	36.25			

## H-PILE

HP18X18	135-204	INQUIRE	HP12X12	53-84	INQUIRE
HP16X16	88-183	INQUIRE	HP10X10	42-57	INQUIRE
HP14X14 ½	73-117	INQUIRE	HP8X8	36	INQUIRE

## STANDARD SECTIONS

MC18 X 42.7-58	\$63.70/CWT	CZ13 X 41.2-51.2	\$70.20/CWT
MC13 X 31.8-50	63.70	S24x80-121	62.70
MC12 X 31-50	63.70	S20x66-96	62.70
C15 X 33.9-50	48.25	S18x54.7-70	62.70
C12 X 20.7	44.90	S15x42.9-50	62.70
C12 X25-30	45.40	S12x35-50	62.70
L8X8x1/2,9/16,5/8,3/4,7/8,1&1 1/8	61.70	S12 X 31.8	59.95
L8x6x1/2,9/16,5/8,3/4,7/8,1	61.70		

Available in 30', 35', 40', 45', 50', 55' & 60' lengths. Other lengths subject to inquiry, but may require a 40-ton minimum per length.

## OTHER

Nucor-Yamato has the capability to produce a limited range of special foot-weights and special sections. Non-standard foot-weights will be subject to terms and conditions appropriate to each request. These considerations include, but are not limited to, minimum item quantities, an allowable percentage of shorts/randoms and section extras in addition to those listed for the parent section group. All such special requests will be handled on an inquiry basis.

<sup>1</sup> Not all ASTM A709 grades and/or AASHTO M270 grades are available on all section sizes. Please inquire concerning the availability of a specific section size and/or grade.

## GRADE EXTRAS

ASTM A588 or equivalent specifications	
a) sections to 150 lbs/ft inclusive	\$ 4.00/CWT
b) sections over 150 lbs/ft	4.50/CWT
ABS Grade AH32 and AH36: Grade and Certification Extras (CVN Testing not included)	
a) sections to 150 lbs inclusive	\$ 1.25/CWT
b) sections over 150 lbs/ft	1.50/CWT
ABS Grade A and B (CVN testing not included)	1.25/CWT
CSA G40.21-00 50WT (CVN testing not included)	
a) sections to 150 lbs inclusive	\$1.25/CWT
b) sections over 150 lbs/ft	1.50/CWT
Material for Nuclear Projects	Inquire

## ITEM QUANTITY AND LENGTH EXTRAS

Minimum item quantity requirements	
a) A588 or equivalent specifications (Mill 1 & 2)	20 tons
c) ABS-AH36 (Mill 1 & 2)	10 tons
Length requirements	
a) Stock lengths 30' - 80' inclusive	None
b) Under 30' - 25'	1.00/CWT
c) Non standard lengths greater than 30'	0.25/CWT

Standard lengths (30', 35', 40', 45', 50', 55', 60', 65', 70', 75' & 80') are available in bundle quantities only. Exact piece count is not guaranteed on standard lengths. Non-standard length availability on all wide flange sections will be limited to 4" increments. Exact piece counts on non-standard lengths can be specified once the minimum bundle requirement has been met. All lengths will be subject to a -0",+4" cutting tolerance on all sections. The minimum total order accepted is 20 tons.

## TESTING

Charpy V-notch impact testing (test frequency determined by specification)	
a) Flange Test (ASTM A673 section 4.2):	\$100 per test
b) Core Test (ASTM A673 section 4.3):	\$150 per test
c) Test Frequency (ASTM A673):	
- Frequency (H) Heat Testing:	50 tons per section, footweight, & grade
- Frequency (P) Piece Testing:	15 tons per section, footweight, & grade
d) Tests with temperature requirements	Add \$.50/CWT
of 0 degrees (F) or lower – Mill 2 Only	
Quality Assurance Certification	None
Other testing	Inquire

## HANDLING & LOADING

Special handling and loading requests such as loading lash barges and non-standard blocking/dunnage requirements are subject to inquiry. Depending on the nature of the requirements an extra June be established on a case-by-case basis.

## INVOICE CALCULATION

Extended invoice pricing will be based on a theoretical weight basis.

## TERMS AND CONDITIONS OF SALE

**All sales by Nucor-Yamato Steel Co. ("Nucor") are made subject to the following terms and conditions. Nucor expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Nucor's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer may be accepted only upon issuance of Nucor's sales order acknowledgement.**

1. Except as otherwise agreed in a writing signed by Buyer and Nucor, the applicable Nucor sales order acknowledgement, together with these terms and conditions constitute the entire agreement between Nucor and Buyer relating to the sale of such goods by Nucor. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Nucor and Buyer expressly agree that Nucor may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. The purchase price of the goods shall be as stated on the face of the applicable Nucor sales order acknowledgement; provided, however, that if Nucor announces a general price increase, the purchase price shall be revised to include such price increase. Nucor may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Nucor periodically to reflect a change in such costs.

3. Buyer cannot modify, cancel, or otherwise alter orders without Nucor's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Nucor against loss.

4. All deliveries are EXW (Incoterms 2000) Nucor shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax is subject to any discount. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Nucor's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. Nucor reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify and hold harmless Nucor from and against any claims, damages or liabilities suffered by Nucor resulting from any acts or omissions of carrier.

5. Delivery dates are approximate. Nucor shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Nucor's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, NUCOR WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE NUCOR SALES ORDER ACKNOWLEDGEMENT. NUCOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless Nucor is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Nucor's written consent. 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.

8. If, in Nucor's opinion, Buyer's credit becomes impaired, Nucor may suspend performance until such time as Nucor has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Nucor suspends performance and later proceeds with such order, Nucor shall be entitled to such extension of time for performance as is necessitated by the suspension.

9. All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Nucor is required to collect or pay with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Nucor for any such payments made by Nucor.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by Nucor against any amount owing by Buyer with full reservation of all of Nucor's rights, without an accord and satisfaction of Buyer's liability.

11. In the event Buyer fails to make payment to Nucor, or any affiliate of Nucor, of any amounts due and owing to Nucor or such affiliate (including any applicable surcharge or freight charge), Nucor shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Nucor or any affiliate thereof may terminate any other agreement between Nucor or such affiliate and Buyer. Nucor may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Nucor shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Nucor, including its reasonable attorneys' fees.

12. This agreement shall be governed by the laws of the state in which Nucor's shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation which may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. Nucor reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Nucor. All rights and remedies granted herein are in addition to all remedies available at law or in equity.