
CLAIMS MANAGEMENT POLICY

This claims policy, together with Terms and Conditions of Sale covers [Hot Rolled, Cold Rolled, PMP Plates and Galvanized) (“Products”) sold by ArcelorMittal Nippon Steel India Limited (“AMNSI”).

1. It sets out the rights and obligations of each of AMNSI and the customer but does not intend to cover all circumstances which may arise.
2. AMNSI reserves the right to handle each claim individually, on a case-by-case basis, based on the circumstances surrounding the claim in question.
3. Product specifications including but not limited to dimensions, flatness, surface appearance, coating weight, surface texture, and chemistry must be reviewed by customer in detail prior to the placement of orders.
4. AMNSI will not accept claims for any of the following:
 - a) Damage to product as a result of customer’s improper storage;
 - b) Claims not reported within the time period and in the manner as mentioned in this policy;
 - c) Defects inherent in the particular ordered product, provided that such product otherwise meets technical specifications and/or BIS standards as set out in customer’s accepted purchase order.

AMNSI’S RESPONSIBILITIES

1. AMNSI is dedicated to supplying customers with Products in accordance with agreed standards and specifications. However, if a product delivered by AMNSI does not meet order requirements in terms of finishing or properties of the product, then a claim can be made via AMNSI representative within 7 (seven) working days of receipt of the product;
2. All claims will be evaluated on the basis of technical merit in line with the published policies, applicable specifications, contracts, purchase orders and final order acknowledgments. After a claim is reviewed and a decision is determined by AMNSI, a document outlining AMNSI’s position on the claim will be communicated to the customer.
3. If it is confirmed that the problem is a result of faulty steel, AMNSI’s policy is to credit based on the purchase price of the steel and GST charges forming part of the invoice price.
4. For claims with merit, AMNSI will assume responsibility for the value of the weight of the material involved and will not be liable for further direct, indirect, incidental, consequential or special damages or other costs.

CUSTOMER'S RESPONSIBILITIES

1. In order to efficiently evaluate and process a claim, AMNSI must be provided with the details of the problem or defect and be given a reasonable opportunity to investigate claims.
2. Failure by customer to cooperate fully, including any failure to provide supporting documentation in a prompt manner, may result in the rejection of the customer's claim.
3. AMNSI retains the right to visit customer premises to investigate and/or require test data, a representative sample of the condition, digital photos with a size reference next to the condition or a video, as may be required.
4. All claims must be entered with the requisite information regarding the defect in the product.
5. For the duration of the claim, customer will continue to store the product in a manner to prevent damage or deterioration and maintain general insurance.
6. Unauthorized or unidentified deductions before a claim is dispositioned or settled constitutes non-payment with subsequent consequences including, but not limited to, credit hold, shipping hold and loss of discount privileges.

MISCELLANEOUS

1. AMNSI reserves the right to terminate or modify this policy at any time (except as to orders already accepted) upon the giving written notice thereof.
2. In no event shall AMNS be liable to customer for special, incidental or consequential damages, regardless of whether or not a claim for such damages arises out of a claim for breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise.
3. The customer is required to take the delivery of the products even if at the time of delivery, the original packaging is observed to be damaged, torn or open, and put the appropriate remarks on the delivery confirmation copy. Thereafter he can login in his E-sales account and lodge a complaint against the delivered products.
4. AMNSI takes all efforts to resolve the filed complaint within 21 working days from the date of raising the same. However, this period may vary on case-to-case basis.
5. Once the complaint is lodged by the customer, he/she cannot modify complaint. In such cases, customer will have to cancel and withdraw the existing complaint, and lodge a fresh complaint with AMNSI.
6. In case customer demand replacement of material supplied having Quality issue or Product mismatch, Pickup and Delivery back to customer place will be responsibility of Supplier.
7. AMNSI reserves the right to terminate or modify this policy at any time (except as to orders already accepted).