

NOT FOR DISTRIBUTION
IN THE UNITED STATES

SALES SUPPLEMENT



EUR [] [] % Senior Secured Fixed Rate Notes Due [2019]

The information in this Sales Supplement dated September 15, 2014 (the “Sales Supplement”) supplements the draft Listing Prospectus dated September 15, 2014 (the “Preliminary Listing Prospectus” and, together with the Sales Supplement, the “Disclosure Package”) of Outokumpu Oyj. As the Preliminary Listing Prospectus has been prepared for the purpose of admission to listing of the Notes on the Helsinki Stock Exchange, certain information for the prospective investors is included in this Sales Supplement. Terms used herein but not defined herein shall have the respective meanings set forth in the Preliminary Listing Prospectus. Any investment in the Notes should be made solely based on the Disclosure Package.

This communication is intended for the sole use of the person to whom it is provided by the sender. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) and the Notes may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of any U.S. person (as such terms are defined in Regulation S under the Securities Act). The information included herein does not purport to be a complete description of the securities or the offering; please refer to the Disclosure Package for a complete description. See “Certain Information” and “Notice to Certain European Investors” in the Preliminary Listing Prospectus.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

Lead Managers and Coordinators



Lead Managers



1. ADDITIONAL INFORMATION TO THE PRELIMINARY LISTING PROSPECTUS

A. Contemplated Tender Offer of the 2015 Notes

In connection with the Offering, Outokumpu intends to announce a cash tender offer up to EUR 100 million of its outstanding 5.125% Notes due June 2015. The Tender Offer would be subject to the completion of the Offering. Further, the Tender Offer would be made on the terms and subject to the conditions to be set out in a separate Tender Offer Memorandum.

Outokumpu intends to announce the Tender Offer during the week commencing September 15, 2014. At that time the Tender Offer Memorandum would also be made available to the holders of the 2015 Notes.

The Tender Offer or the Tender Offer Memorandum shall not be deemed to constitute any offering of securities or any bid for securities as defined in the Finnish Securities Market Act (746/2012, as amended).

See the Preliminary Listing Prospectus, *“Information about the Issuer - Investments, Divestments and Other Recent Events – Tender Offer”*.

B. Security and Guarantees for the Notes

Outokumpu and certain of its subsidiaries have guaranteed and/or granted security over e.g. certain shares, real property and fixed assets to secure Outokumpu's obligations under the Notes as well as major part of Outokumpu's other borrowings.

The Issuer will appoint CorpNordic Finland Oy to represent the Noteholders as the Noteholders' Agent. On the Issue Date, the Noteholders' Agent will accede to the Intercreditor Agreement on behalf of the Noteholders, which governs the relationships between certain creditors of the Issuer, the relative priorities of the secured creditors of the Issuer and its subsidiaries as well as certain other matters relating to the administration of security interests.

Pursuant to the Intercreditor Agreement, the security and guarantees securing the Notes, among other debts, will *pari passu* secure the different debt classes, however taking into account that certain liabilities owed to the Security Agent, certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility have priority to the security and guarantee proceeds. In addition, the Terms and Conditions of the Notes and the Intercreditor Agreement permit the incurrence of additional senior indebtedness or obligations that are permitted to be secured by the Transaction Security and the Guarantees on a *pari passu* basis.

Under the terms of the Intercreditor Agreement, in the event of enforcement of the Transaction Security and the Guarantees, holders of the Notes will receive enforcement proceeds only after certain liabilities owed to the Security Agent, certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility have been paid. The same order of priority applies also in a distressed situation to any payment of receivables covered by the Intercreditor Agreement.

Prior to the Issue Date, the Security Providers and the Security Agent will sign “Security Confirmation” documentation, regarding the coverage of the relevant Transaction Security or Transaction Guarantee of the obligations of the Issuer.

The obligations under the Notes will be secured and guaranteed as further described in the Preliminary Listing Prospectus under *“Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement”*.

C. Liquidity Facility and the Waiver Process

The Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers are lenders under the EUR 500,000,000 liquidity facility which is currently undrawn and is expected to remain to be undrawn on the Issue Date.

The Intercreditor Agreement provides that the net proceeds from any disposals or the issuance of capital markets instruments (excluding debt capital markets instruments resulting in proceeds of EUR 10 million or less) must first be applied towards prepayment and cancellation of the Liquidity Facility and second, on a *pro rata* and *pari passu* basis to the Revolving Facility and other secured creditors (to the extent that the relevant secured creditor has a prepayment right under the terms of the relevant loan facility). It is expected that on the Issue Date, the

Liquidity Facility is undrawn. The Liquidity Facility will be cancelled by an amount corresponding to the net proceeds of the Offering. To the extent the relevant loan facilities provide for a prepayment right, the Issuer is seeking and expects to be granted a waiver of such rights. Therefore, no proceeds from the Offering are expected to be required to be applied in prepayment of such secured facilities. Should the Issuer not be granted the above-mentioned waivers, the proceeds from the Offering would be applied towards voluntary and/or mandatory prepayment and repayment of certain Secured Liabilities, pension loans and other existing financial indebtedness and, only to the extent the contemplated tender offer of the 2015 Notes is carried out and is successful, for the redemption of the 2015 Notes.

The existing indebtedness and other Secured Liabilities is further described in the Preliminary Listing Prospectus under “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement*”.

D. Outokumpu EMEA Oy Demerger Process

Outokumpu EMEA Oy is currently a Guarantor under the Intercreditor Agreement. However, Outokumpu has initiated a demerger process and it is expected that Outokumpu EMEA Oy will demerge in the course of 2014 by way of a full demerger so that all the assets and liabilities of Outokumpu EMEA Oy will be transferred to Outokumpu Chrome Holding Oy and Outokumpu EMEA Holding Oy as acquiring companies. Upon completion of the demerger, Outokumpu EMEA Oy and consequently the guarantee granted by it will cease to exist. Following the demerger certain changes in the group structure, Transaction Security and Guarantees are expected to take place, as described on a general level below:

- Outokumpu EMEA Holding Oy to become a Guarantor whereas Outokumpu Chrome Holding Oy is not expected to become guarantor;
- Outokumpu EMEA Holding Oy to in its capacity as a new pledgor execute a confirmation agreement relating to the Finnish law pledge over 100 % of the shares in Outokumpu Stainless Oy;
- Outokumpu EMEA Holding Oy to in its capacity as a new pledgor execute a confirmation agreement relating to the Swedish law pledge over 100 % of the shares in Outokumpu Stainless AB; and
- Neither the shares in Outokumpu Chrome Holding Oy nor Outokumpu Chrome Oy are expected to become subject to the Transaction Security.

For further information, see “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement*” in the Preliminary Listing Prospectus.

2. IMPORTANT INFORMATION

The distribution of this Disclosure Package and the offer and sale of the notes to which it relates may be restricted by law in certain jurisdictions.

Persons into whose possession this Disclosure Package comes are required by the Issuer and the Lead Managers to inform themselves about and to observe any such restrictions. This Disclosure Package does not constitute an offer of, or an invitation to purchase, any of the notes in any jurisdiction in which such offer or invitation would be unlawful. Neither the Issuer nor any of the Lead Managers accepts any legal responsibility for any violation by any person, whether or not a prospective investor, of any such restrictions.

This Disclosure Package is confidential and is being furnished by the Issuer in connection with an offering exempt from registration under the U.S. Securities Act, solely for the purpose of enabling prospective investors to consider the purchase of the new note issue of the Issuer described herein. The information contained in this Disclosure Package has been provided by the Issuer and other sources identified herein. No representation or warranty, express or implied, is made by the Lead Managers as to the accuracy or completeness of such information, and nothing contained in this Disclosure Package is, or shall be relied upon as, a promise or representation by the Lead Managers. The Lead Managers assume no responsibility for its accuracy, completeness or verification and accordingly disclaim, to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise that they might otherwise be found to have in respect of this document or any such statement. Any reproduction or distribution of this Disclosure Package, in whole or in

part, and any disclosure of its contents or use of any information herein for any purpose, other than the recipient of this Disclosure Package considering an investment in the notes offered hereby, is prohibited.

You hereby acknowledge that: (i) you have not relied on the Lead Managers or any person affiliated with the Lead Managers in connection with any investigation of the accuracy of any information contained in this Disclosure Package or your investment decision; and (ii) you have relied only on the information contained in the Disclosure Package, and that no person has been authorized to give any information or to make any representation concerning the Issuer, its subsidiaries, the notes (other than as contained in this document) and, if given or made, any such other information or representation should not be relied upon as having been authorized by the Issuer or the Lead Managers.



OUTOKUMPU OYJ

Listing of EUR [] Senior Secured Fixed Rate Notes Due [2019]

The notes are represented by units in denominations of EUR 1,000

Outokumpu Oyj (the “**Issuer**”) resolved on [•], 2014 to issue senior secured notes with a principal amount of EUR [] (the “**Notes**”) based on the authorization given by the Issuer’s Board of Directors on July [23], 2014. The Notes were offered for subscription in a minimum amount of EUR 100,000 through a book-building procedure that was carried out on [•], 2014 (the “**Offering**”). The Notes bear interest at the rate of [•] % per annum. The maturity of the Notes is on [•], [2019], unless the Issuer prepays the Notes in accordance with the terms and conditions of the Notes. The Notes are secured by certain assets of the Issuer and certain of its subsidiaries and guaranteed by certain subsidiaries of the Issuer, in each case as described in more detail in the “*Terms and Conditions of the Notes*”. The security and guarantees secure also a major part of Outokumpu’s other borrowings.

The Issuer has applied for the listing of the Notes on the Official List of NASDAQ OMX Helsinki Ltd. (the “**Helsinki Stock Exchange**”). Public trading in the Notes is expected to commence on or about [•], 2014 under the trading code “[•]”.

This listing prospectus (the “**Prospectus**”) contains information on the Offering and the Notes. The Prospectus has been prepared solely for the purpose of admission to listing of the Notes on the Helsinki Stock Exchange (the “**Listing**”) and does not constitute any offering of the Notes.

Neither the Issuer nor the Notes are currently rated by any rating agency.

An investment in the Notes involves certain risks, see “*Risk Factors*” in the Prospectus.

Besides filing this Prospectus with the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) and the application to the Helsinki Stock Exchange, neither the Issuer nor the Lead Managers (as defined hereafter) have taken any action, nor will they take any action to render the public offer of the Notes or their possession, or the distribution of this Prospectus or any other documents relating to the Notes admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of public offer.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and the Notes may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of any U.S. person (as such terms are defined in Regulation S under the Securities Act).

Lead Managers and Coordinators



Lead Managers



CERTAIN INFORMATION

This Prospectus has been prepared in accordance with the following regulations: the Finnish Securities Market Act (14.12.2012/746, as amended) (the “**Finnish Securities Market Act**”), the decree issued by the Finnish Ministry of Finance on Listing Particulars under Chapters 3-5 of the Finnish Securities Market Act (20.12.2012/1019, as amended), Commission Regulation (EC) No 809/2004 issued on April 29, 2004 (annexes IV, V, VI and XXII, as amended), implementing Directive 2003/71/EC of the European Parliament and of the Council and the amendments thereto (the “**Prospectus Directive**”) concerning information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, and the regulations and guidelines issued by the FIN-FSA. The FIN-FSA has approved this Prospectus but is not liable for the correctness of the information presented herein. The journal number of the FIN-FSA’s decision of approval is FIVA 77/02.05.04/2014.

In this Prospectus, any reference to the “**Company**”, “**Outokumpu**” or “**Group**” means Outokumpu Oyj and its subsidiaries on a consolidated basis, except where it is clear from the context that the term means Outokumpu Oyj or a particular subsidiary, and except that references and matters relating to the shares and share capital of the Company or matters of corporate governance shall refer to the shares, share capital and corporate governance of Outokumpu Oyj. All references to the “**Issuer**” refer to Outokumpu Oyj.

This Prospectus should be read in conjunction with all documents which are deemed to be incorporated herein by reference. This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus. See “*Information Incorporated by Reference.*”

Nordea Bank Finland Plc, Pohjola Bank plc, Danske Bank A/S, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) (the “**Lead Managers**”) are acting exclusively for Outokumpu as lead managers of the Listing and will not be responsible to anyone other than Outokumpu for providing the protections afforded to its clients nor giving investment or other advice in relation to the Notes.

Prospective investors should rely solely on the information contained in the Prospectus. Neither Outokumpu nor the Lead Managers have authorised anyone to provide any information or give any statements other than those provided in the Prospectus. The Lead Managers assume no responsibility for the accuracy or completeness of the information in this Prospectus and, accordingly, disclaim to the fullest extent permitted by law, any and all liability which they might otherwise be found to have in respect of this Prospectus or any such statement. Delivery of the Prospectus shall not, under any circumstances, indicate that the information presented in the Prospectus is correct on any day other than the date of the Prospectus, or that there would not be any changes in the business of Outokumpu after the date of the Prospectus. However, if a fault or omission is discovered in the Prospectus before the admission of the Notes for listing on the Helsinki Stock Exchange and such fault or omission may be of material importance to investors, the Prospectus shall be supplemented in accordance with the Finnish Securities Market Act. Information given in the Prospectus is not a guarantee or grant for future events by Outokumpu and shall not be considered as such. Unless otherwise stated, any estimates with respect to market development relating to Outokumpu or its industry are based upon the reasonable estimates of the Company’s management.

In making an investment decision, each investor must rely on their examination, analysis and enquiry of Outokumpu and the terms of the Notes, including the risks and merits involved. Neither Outokumpu, nor the Lead Managers nor any of their respective affiliated parties or representatives, is making any representation to any offeree or subscriber of the Notes regarding the legality of the investment by such person. Investors are required to make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes.

The distribution of the Prospectus and the offer and sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession the Prospectus comes are required by Outokumpu and the Lead Managers to inform themselves about and to observe any such restrictions. This Prospectus may not be distributed in the United States, Australia, Canada, Hong Kong, Japan or Singapore or such other countries or otherwise in such circumstances in which the offering of the Notes would be unlawful or require measures other than those required under the laws of Finland. This Prospectus does not constitute an offer of, or an invitation to purchase, the Notes in any jurisdiction. None of the Company, the Lead Managers or any of their respective affiliates or representatives accepts any legal responsibility for any such violations by any person or entity, whether or not a prospective purchaser of Notes, and whether or not the person or entity is aware of such restrictions.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and the Notes may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of any U.S. person (as such terms are defined in Regulation S under the Securities Act).

This Prospectus has been prepared solely in connection with the listing of the Notes on the Helsinki Stock Exchange. It does not constitute an offer of securities for sale, or a solicitation of an offer to buy any securities, anywhere in the world.

This Prospectus has been prepared in English only. However, the summary of this Prospectus has been translated into Finnish.

Subject to completion and approval by the Finnish Financial Supervisory Authority

CONFIDENTIAL DRAFT Listing Prospectus dated September 15, 2014

The Offering and the Notes are governed by Finnish law. Any dispute arising in relation to the Offering or the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

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SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable”.

<i>Section A — Introduction and warnings</i>		
A.1	Warning	This summary should be read as an introduction to this listing prospectus. Any decision to invest in the offered senior secured notes should be based on a consideration of this listing prospectus as a whole by prospective investors. Where a claim relating to the information contained in this listing prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating this listing prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of this listing prospectus or if it does not provide, when read together with the other parts of this listing prospectus, key information in order to aid investors when considering whether to invest in the offered senior secured notes.
A.2	Consent by the person responsible for drawing up the prospectus to the use of the prospectus	Not applicable.

<i>Section B — Issuer</i>		
B.1	Legal and commercial name	Outokumpu Oyj.
B.2	Domicile/Legal form/Legislation/Country of incorporation	Outokumpu Oyj is domiciled in Espoo, Finland. Outokumpu Oyj is a public limited liability company incorporated in Finland and organized under the laws of Finland.
B.4b	Known trends affecting the Issuer and the Issuer’s industries	<p>Demand for stainless steel has been affected by uncertainty regarding global economic development in recent years. Although the global consumption of stainless steel products increased in 2013, the market continued to be adversely affected by the decline in the nickel price, concerns over the general economic conditions and the reduced growth prospects of the Chinese economy.</p> <p>In recent years, stainless steel production capacity in Asia, particularly in China, has increased significantly and is expected to increase further. Asia has transitioned from being a net importer of European stainless steel to being a significant exporter of stainless steel to Europe, which has resulted in pricing</p>

		<p>pressure for the European stainless steel producers and has exacerbated the overcapacity of the European stainless steel producers. In 2011 and 2012, global stainless steel prices that decreased sharply in response to the financial crisis towards the end of 2008 continued to be low due to uncertain economic conditions. Global transaction prices in the three regions of Europe, the United States and China decreased further in 2013 and remained significantly below the 2012 levels.</p> <p>Outokumpu believes that the overall long-term prospects for stainless steel demand remain positive. Key global megatrends in urbanization, modernization and increased mobility combined with growing global demand for energy, food and water are expected to promote the growth of stainless steel demand in the future.</p>																											
B.5	Group	<p>Outokumpu Oyj is the parent company of the Outokumpu group. The following table sets forth the most significant subsidiaries that Outokumpu Oyj owned, directly or indirectly as [at the date of this Prospectus]:</p> <table border="1"> <thead> <tr> <th></th> <th>Country</th> <th>Group Holding (%)</th> </tr> </thead> <tbody> <tr> <td>Outokumpu Nirosta GmbH</td> <td>Germany</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Stainless Oy</td> <td>Finland</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Chrome Oy</td> <td>Finland</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Stainless USA, LLC</td> <td>United States</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Stainless AB</td> <td>Sweden</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Stainless Ltd.</td> <td>United Kingdom</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Treasury Belgium NV</td> <td>Belgium</td> <td>100.0</td> </tr> <tr> <td>Outokumpu Americas, Inc.</td> <td>United States</td> <td>100.0</td> </tr> </tbody> </table>		Country	Group Holding (%)	Outokumpu Nirosta GmbH	Germany	100.0	Outokumpu Stainless Oy	Finland	100.0	Outokumpu Chrome Oy	Finland	100.0	Outokumpu Stainless USA, LLC	United States	100.0	Outokumpu Stainless AB	Sweden	100.0	Outokumpu Stainless Ltd.	United Kingdom	100.0	Outokumpu Treasury Belgium NV	Belgium	100.0	Outokumpu Americas, Inc.	United States	100.0
	Country	Group Holding (%)																											
Outokumpu Nirosta GmbH	Germany	100.0																											
Outokumpu Stainless Oy	Finland	100.0																											
Outokumpu Chrome Oy	Finland	100.0																											
Outokumpu Stainless USA, LLC	United States	100.0																											
Outokumpu Stainless AB	Sweden	100.0																											
Outokumpu Stainless Ltd.	United Kingdom	100.0																											
Outokumpu Treasury Belgium NV	Belgium	100.0																											
Outokumpu Americas, Inc.	United States	100.0																											
B.9	Profit forecasts and estimates	<p>In its stock exchange release dated July 24, 2014, Outokumpu published the following information on its business and financial outlook for the third quarter of 2014:</p> <p>“Outokumpu estimates overall stainless steel demand and pricing environment to remain relatively healthy in the third quarter, with a seasonal slowdown in the European market. The company estimates somewhat lower delivery volumes and some improvement in stainless steel base prices in the third quarter. Outokumpu expects continued progress, although with a slower rate, in the cost efficiency initiatives and synergies.</p> <p>For the third quarter of 2014, Outokumpu expects sequentially slightly worse underlying EBIT primarily due to seasonal impacts. Net impact of raw material-related inventory and metal hedging gains/losses on profitability is expected to be EUR 10-20 million positive.</p> <p>Outokumpu’s operating result may be impacted by non-recurring items associated with the ongoing restructuring programs. This outlook reflects the current scope of continuing operations.”</p>																											
B.10	Qualifications in the audit reports	<p>Not applicable. The audit reports on historical financial information incorporated by reference into this Prospectus do not include any qualifications.</p>																											
B.12	No material adverse change and no significant change statements	<p>There has been no material adverse change in the prospects of the Issuer and the Guarantors since the date of their last published audited financial statements.</p> <p>There has been no significant change in the financial or trading position of the Issuer and the Guarantors since June 30, 2014.</p> <p>The following is a summary of Outokumpu’s consolidated financial information as at and for the financial years ended December 31, 2013 and December 31,</p>																											

Selected consolidated financial information	<p>2012 and of Outokumpu’s consolidated financial information as at and for the six months ended June 30, 2014 and June 30, 2013. The information in this summary has been derived from Outokumpu’s audited consolidated financial statements for the financial year ended December 31, 2013 and Outokumpu’s unaudited condensed interim financial statements for the six months ended June 30, 2014, which have been incorporated by reference into this Prospectus. Outokumpu’s consolidated financial statements as at and for the year ended December 31, 2012 were restated as comparative information in the consolidated financial statements of Outokumpu as at and for the year ended December 31, 2013 due to the adoption of the revised “IAS 19 –Employee Benefits” standard and the finalization of the accounting for the Inoxum Acquisition. Outokumpu’s condensed financial statements as at and for the six month period ended June 30, 2013 were restated due to the finalization of the accounting for the Inoxum Acquisition and the presentation of the VDM business and the additional remedy assets as discontinued operations following Outokumpu’s announcement on November 30, 2013 to divest these businesses to ThyssenKrupp. This information should be read in conjunction with, and is qualified in its entirety by reference to, such financial statements and related notes. Outokumpu’s consolidated financial statements have been prepared in accordance with the applicable International Financial Reporting Standards (IFRS) as adopted by the European Union. The information presented in the below table for the financial year ended December 31, 2013 has been audited, whereas the restated comparative financial information as at and for the year ended December 31, 2012 and the information presented for the six month periods ended June 30, 2014 and June 30, 2013 is unaudited.</p>			
	For the six months ended June 30,		For the fiscal year ended December 31,	
	2014	2013	2013	2012
		(restated)		(restated)
	(unaudited)	(unaudited)	(audited)	(unaudited)
	(EUR in millions, unless otherwise indicated)			
	CONSOLIDATED STATEMENT OF INCOME DATA			
	Continuing operations			
Sales	3,371	3,604	6,745	4,538
Cost of sales	<u>-3,343</u>	<u>-3,620</u>	<u>-6,847</u>	<u>-4,503</u>
Gross margin	28	-16	-102	35
Other operating income	17	8	24	23
Selling and marketing expenses	-51	-78	-144	-115
Administrative expenses	-113	-135	-230	-181
Research and development expenses	-12	-14	-26	-19
Other operating expenses	<u>-67</u>	<u>-24</u>	<u>-31</u>	<u>-128</u>
EBIT	-198	-258	-510	-385
Share of results in associated companies and joint ventures	8	-3	-2	-0
Financial income and expenses:				
Interest income	1	6	13	13
Interest expenses	-78	-95	-210	-80
Market price gains and losses	-4	-22	-37	-64
Other financial income	1	0	0	2
Other financial expenses	<u>-40</u>	<u>-11</u>	<u>-76</u>	<u>-10</u>
Result before taxes	-310	-383	-822	-524

Income taxes	-6	7	-11	-12
Net result for the period from continuing operations	-316	-375	-832	-536
Net result for the period from discontinued operations	11	-26	-170	-
Net result for the period	<u>-306</u>	<u>-402</u>	<u>-1,003</u>	<u>-536</u>
Attributable to:				
Equity holders of Outokumpu	-304	-399	-997	-534
Non-controlling interests	-3	-3	-6	-2
Earnings per share for result attributable to the equity holders of Outokumpu, EUR ⁽¹⁾ :				
Earnings per share, continuing operations	-1.11	-2.81	-6.23	n/a
Earnings per share, discontinued operations	0.04	-0.20	-1.29	n/a
Earnings per share	<u>-1.07</u>	<u>-3.01</u>	<u>-7.52</u>	<u>n/a</u>
	For the six months ended June 30,		For the fiscal year ended December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited)	(restated) (unaudited)
	(EUR in millions)			
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME DATA				
Net result for the period	-306	-402	-1,003	-536
Other comprehensive income for the period, net of tax	11	-14	-44	-36
Total comprehensive income for the period	<u>-295</u>	<u>-416</u>	<u>-1,047</u>	<u>-571</u>
	As at June 30,		As at December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited)	(restated) (unaudited)
	(EUR in millions)			
CONSOLIDATED STATEMENT OF FINANCIAL POSITION DATA				
Assets				
Total non-current assets	3,821	4,596	3,944	4,655
Total current assets	2,821	3,767	2,679	3,757
Assets held for sale	-	1,285	2,200	1,276
Total assets	<u>6,642</u>	<u>9,647</u>	<u>8,823</u>	<u>9,688</u>
Equity and liabilities				
Equity attributable to the equity holders of Outokumpu:				
Share capital	311	311	311	311
Premium fund	714	714	714	714
Invested unrestricted equity reserve	2,102	1,462	1,462	1,462
Other reserves	-178	-163	17	30
Retained earnings	-714	189	-617	410
Total equity attributable to the equity holders of Outokumpu	2,234	2,513	1,887	2,926
Non-controlling interests	2	10	4	26
Total equity	2,236	2,523	1,891	2,952
Total non-current liabilities	2,275	3,399	3,791	3,622
Total current liabilities	2,131	2,961	2,093	2,327

Liabilities directly attributable to assets held for sale	=	764	1,048	786
Total equity and liabilities	<u>6,642</u>	<u>9,647</u>	<u>8,823</u>	<u>9,688</u>
	For the six months ended June 30,		For the fiscal year ended December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited)	(restated) (unaudited)
	(EUR in millions)			
CONSOLIDATED STATEMENT OF CASH FLOWS DATA⁽²⁾				
Net cash from operating activities	-271	-233	34	266
Net cash from investing activities	-111	-213	-108	-1,196
Net cash from financing activities	<u>-54</u>	<u>545</u>	<u>459</u>	<u>994</u>
Net change in cash and cash equivalents	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Cash and cash equivalents at the beginning of the period	607	222	222	168
Foreign exchange rate effect on cash and cash equivalents	2	-4	-11	-11
Discontinued operations net change in cash effect	-12	9	12	-
Net change in cash and cash equivalents	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Cash and cash equivalents at the end of the period	<u>161</u>	<u>327</u>	<u>607</u>	<u>222</u>
	As at and for the six months ended June 30,		As at and for the fiscal year ended December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited, unless otherwise indicated)	(restated) (unaudited)
	(EUR in millions, unless otherwise indicated)			
KEY DATA OF THE GROUP				
Capital employed	4,208	5,614	4,265	5,623
Operating capital	4,209	5,609	4,266	5,626
Capital expenditure ^{(2) (3)} in relation to sales ⁽²⁾ , percent	48	98	183	3,155
	1.4	2.7	2.7	69.5
Depreciation and amortization	163	167	332	230
Personnel at the end of period, excluding summer trainees ⁽²⁾ (unaudited)	12,365	13,021	12,561	16,649
EBIT in relation to sales, percent	-198	-258	-510	-385
	-5.9	-7.1	-7.6	-8.5
Underlying EBIT ⁽⁴⁾ (unaudited)	-51	-169	-377	-169
EBITDA (unaudited)	-8	-86	-165	-50
Underlying EBITDA ⁽⁴⁾ (unaudited)	112	3	-32	71
Debt-to-equity ratio (gearing), percent	92.5	152.9	188.0	116.2
Result before taxes in relation to sales, percent	-310	-383	-822	-524
	-9.2	-10.6	-12.2	-11.5
Net result for the period in relation to sales, percent	-306	-402	-1,003	-536
	-9.1	-11.1	-14.9	-11.8

		Return on equity, percent	-29.7	-29.3	-41.4	-21.4
		Return on capital employed, percent	-9.4	-9.2	-10.3	-8.2
		Net interest-bearing debt ⁽⁵⁾	2,068	3,859	3,556	3,431
		Total stainless steel external deliveries, tonnes in thousands ⁽²⁾ (unaudited)	1,352	1,330	2,585	1,428
		Number of Shares at the beginning of the period ⁽⁶⁾ (unaudited)	2,077,105,460	2,077,065,460	2,077,065,460	181,977,861
		Number of Shares at the end of the period ⁽⁶⁾ (unaudited)	415,426,724	2,077,065,460	2,077,105,460	2,077,065,460
		(1)	Calculated based on the rights-issue-adjusted weighted average number of shares, comparative figures adjusted accordingly. Comparative figures adjusted to reflect the reverse split on June 20, 2014, unaudited.			
		(2)	Continuing operations. There were no discontinued operations as at and the year ended December 31, 2012.			
		(3)	Capital expenditure for the year ended December 31, 2012 includes the Inoxum acquisition of EUR 2,720 million and acquisition-related finance leases and asset purchases of EUR 79 million.			
		(4)	Due to the revised metal hedging policy from the beginning of 2014 Outokumpu has adjusted the definition for underlying EBIT and underlying EBITDA. In addition to non-recurring items and raw material-related inventory gains/losses, Outokumpu now also excludes metal derivative gains/losses. The historical figures were not adjusted as the new hedging policy was implemented in the beginning of 2014 and is not applicable to past periods.			
		(5)	In January 2014, Outokumpu changed its definition of net interest-bearing debt. The figures presented for the periods ended December 31 2013, December 31, 2012 and June 30, 2013 have been calculated according to the new definition, including the debt-to-equity ratio.			
		(6)	Excluding treasury Shares. Outokumpu's number of shares changed due to reverse split on June 20, 2014. Comparative figures were not adjusted.			
		CALCULATION OF KEY RATIOS				
		Capital employed	=	Total equity + net interest-bearing debt + net derivative liabilities + net accrued interest expenses – net assets held for sale – loans receivable – available for sale financial assets – investments at fair value through profit or loss – investments in associated companies and joint ventures		
		Operating capital	=	Capital employed + net deferred tax liabilities		
		Underlying EBIT	=	EBIT adjusted for inventory related gains/losses, metal derivative gains/losses and certain non-recurring items.		
		EBITDA	=	EBIT before depreciation, amortization and impairments		
		Underlying EBITDA	=	EBITDA adjusted for inventory related gains/losses, metal derivative gains/losses and certain non-recurring items.		
		Debt-to-equity ratio (gearing)	=	$\frac{\text{Net interest-bearing debt}}{\text{Total equity}}$		x 100
		Return on equity	=	$\frac{\text{Net result for the financial year}}{\text{Total equity (average for the period)}}$		x 100
		Return on capital employed ("ROCE")	=	$\frac{\text{Operating profit}}{\text{Capital employed (average for the period)}}$		x 100
		Net interest-bearing debt	=	Long-term and current debt – cash and cash equivalents		
B.13	Recent events materially relevant to evaluation of	On February 28, 2014, Outokumpu entered into a new EUR 500 million Liquidity Facility, refinanced its EUR 900 million revolving credit facility and entered into amendments to the terms of certain of its existing financing arrangements, including extension of some of their maturities by three years. The				

	the Issuer's solvency	Issuer and certain of its subsidiaries granted guarantees and certain security for most of Outokumpu's debt financing.
B.14	Dependency of the Issuer on other entities within the group	The Issuer is a parent company of the Outokumpu group and it is not dependent on other entities within the group.
B.15	Description of the Issuer's principal activities	Outokumpu is a leading stainless steel producer with annual melting capacity of approximately 4.1 million tonnes and annual finished product capacity of approximately 3.6 million tonnes in 2013 (excluding, in each case, the Terni Remedy Assets (as defined in this prospectus) and the VDM Business (as defined in this prospectus)). Outokumpu is the leading producer of both austenitic and ferritic stainless steel grades in Europe by delivery volume (source: EUROFER, February 2014). Furthermore, Outokumpu is the leading producer of duplex stainless steel grades globally in terms of market share (source: SMR, February 2014).
B.16	Description of whether the Issuer is directly or indirectly owned or controlled and by whom and nature of such control	Not applicable. To the extent known to Outokumpu, Outokumpu is not directly or indirectly owned or controlled by any person.
B.17	Issuer ratings	Neither Outokumpu nor the Notes are currently rated by any rating agency.
B.18	A description of the nature and scope of the guarantee	Outokumpu and certain of its subsidiaries listed in B.19 below have guaranteed and/or granted security over e.g. certain shares, real property and fixed assets to secure Outokumpu's obligations under the Notes as well as major part of Outokumpu's other borrowings. Please see item E.3 below for details.
B.19	Information about the guarantor	At the date of this Prospectus, the following entities are guarantors: <ul style="list-style-type: none"> - Outokumpu Oyj - [Outokumpu EMEA Oy (0823312-4), Finland] - Outokumpu Stainless Oy (0823315-9), Finland - Orijärvi Oy (0112281-9), Finland - Outokumpu Stainless AB (556001-8748), Sweden - Outokumpu Treasury Belgium NV (892953690), Belgium - Outokumpu Stainless Holdings Ltd. (02721293), England - Outokumpu Stainless Ltd. (02794127), England - Outokumpu Holding Italia S.p.A. (13136550152), Italy - Outokumpu Stainless Holding GmbH (HRB 4114), Germany - Outokumpu Nirosta GmbH (HRB 12511), Germany - Outokumpu Americas, Inc. (5028835), USA (Delaware) - Outokumpu Stainless USA, LLC (4354408), USA (Delaware) At the date of this Prospectus, the following entities are security providers: <ul style="list-style-type: none"> - Outokumpu Oyj - [Outokumpu EMEA Oy (0823312-4), Finland] - Outokumpu Stainless Oy (0823315-9), Finland - Orijärvi Oy (0112281-9), Finland - Outokumpu Chrome Oy (0772768-3), Finland - Outokumpu Stainless AB (556001-8748), Sweden

	<ul style="list-style-type: none"> - Outokumpu Stainless Holdings Ltd. (02721293), England - Outokumpu Holding Italia S.p.A. (13136550152), Italy - Outokumpu Stainless Holding GmbH (HRB 4114), Germany - Outokumpu Nirosta GmbH (HRB 12511), Germany - Outokumpu Americas, Inc. (5028835), USA (Delaware) - Outokumpu Stainless USA, LLC (4354408), USA (Delaware) <p>Please see item E.3 below for details.</p>
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<i>Section C — Securities</i>		
C.1	Type and class of securities	<p>Senior secured notes with an aggregate principal amount of EUR [•].</p> <p>The ISIN code of the Notes is [•].</p> <p>The denomination of each book-entry unit is EUR 1,000.</p>
C.2	Currency of the securities issue	The currency of the Offering is euro.
C.5	Restrictions on the free transferability of the securities	Not applicable. Each Note will be freely transferable after it has been registered into the respective book-entry account.
C.8	Ranking of securities	<p>The Notes constitute direct and secured obligations of the Issuer ranking <i>pari passu</i> among themselves and at least <i>pari passu</i> with the unsecured obligations of the Issuer and the Guarantors, save for obligations which are preferred by mandatory provisions of law and for obligations referred to below which have priority pursuant to the Intercreditor Agreement. The Notes are pursuant to the Intercreditor Agreement together with certain other indebtedness secured by certain assets of Outokumpu and guarantees by certain members of the Group. The guarantee and security proceeds as well as in a distressed situation all payments under the liabilities covered by the Intercreditor Agreement are subject to the waterfall set out in the Intercreditor Agreement providing for a priority before the Notes to certain liabilities owed to the Security Agent, in respect of certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility. The priority debt under the Liquidity Facility relates [as of [] 2014] only to EUR [] commitments which are on the date of this Prospectus undrawn.</p>
C.9	Interest and yield; name of representative of debt security holders	<p>The Notes bear fixed interest at the rate of [•] % per annum and, if the Notes have not been rated by at least one qualifying rating agency by March [], 2016, as of March [], 2016, at the rate of [] % per annum. The interest on the Notes will be paid semi-annually in arrear commencing on March [], 2015 and thereafter on each September and March.</p> <p>The effective yield of the Notes is [•]% per annum.</p> <p>CorpNordic Finland Oy acts as the agent for the holders of the Notes.</p> <p>The Law Debenture Trust Corporation Plc acts as security agent under the Intercreditor Agreement and the Security Documents.</p>
C.10	Explanation on how the interest amount is affected by value of the underlying	Not applicable. The Notes have no derivative component in the interest payment.

C.11	Admission to trading	The Company has made an application for the admission of the Notes to public trading on the Helsinki Stock Exchange, and the Listing is expected to take place on or about [•], 2014.
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<i>Section D — Risks</i>		
D.2	Risks specific to the issuer, its operating environment and business	<p>There are risks relating to the Company as an issuer and to its operating environment and business as well as to the Offering and the Notes issued thereunder. The risk factors relating to the Company as an issuer and to its operating environment and business are listed below. This listing is not exhaustive and additional risks and uncertainties not presently known to the Company, or that the Company currently believes are immaterial, could also impair the Company's business, results of operations and financial condition or an investment in the Company.</p> <p>The risks relating to Outokumpu and the Stainless Steel Industry include the following factors:</p> <ul style="list-style-type: none"> - The global stainless steel industry is characterized by strong competition. - Low capacity utilization levels caused by increasing overcapacity and oversupply in the global stainless steel market or other factors affecting stainless steel demand have had, and may continue to have, a material adverse effect on Outokumpu's business, financial condition and results of operations. - Protracted low stainless steel prices and price volatility have had and could continue to have a material adverse effect on Outokumpu's business, financial condition and results of operations. - Failure to successfully implement the Turnaround Plan could result in an event of default under Outokumpu's financing arrangements and, ultimately, the insolvency or liquidation of Outokumpu. - Outokumpu may not be able to realize some of the anticipated benefits of the Inoxum Acquisition, or it may not be successful in continuing to integrate Inoxum into Outokumpu in the manner or within the timeframe currently anticipated. - Outokumpu may not be able to realize the anticipated benefits from its cost reduction and efficiency improvement measures. - The ongoing restructuring of Outokumpu's operations in EMEA may not be completed in a manner and within the timeframe currently expected. - Outokumpu may not be able to ramp up its production and increase delivery volumes in the Americas as currently expected. - Part of the savings related to raw material purchases could also benefit Outokumpu's competitors in Europe and, therefore, not improve Outokumpu's competitive position with full effect, or at all. - The Divestment is subject to a number of risks that, if materialized, would have a material adverse effect on Outokumpu's business, financial condition and results of operations. - A significant portion of Outokumpu's financing will mature in 2017 and there can be no certainty that additional financing will be available to Outokumpu before such time on commercially reasonable terms and costs, or at all. - A significant portion of Outokumpu's financing is secured, which could affect the availability and terms of financing available to Outokumpu in the

		<p>future.</p> <ul style="list-style-type: none">- Outokumpu's high level of indebtedness could limit its operational flexibility.- Volatility in the supply and prices of, or Outokumpu's inability to procure, raw materials and supplies could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- The stocking and destocking of stainless steel products by distributors could affect the price that Outokumpu is able to charge for its products.- Outokumpu may not be able to purchase recycled stainless steel on favorable terms in the future, which could have a material adverse effect on its profitability.- Outokumpu's inability to fully utilize the increased capacity of its ferrochrome production or lack of global demand for ferrochrome could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- The stainless steel industry is characterized by significant capital expenditure in the expansion of production and maintenance of existing production facilities and there can be no assurance that the planned investments will be carried out, targets set for these investments will be realized or that Outokumpu's actual capital expenditure will be within its targets.- Outokumpu may not benefit from competitive prices for and reliable access to energy required for the production of stainless steel products and ferrochrome.- Outokumpu may be required to move its cold rolling facility in Shanghai, which would result in additional costs and there can be no certainty that Outokumpu would be able to find a new favorable location for the facility.- Outokumpu has benefited from certain public subsidies and advantages and there can be no assurance that such subsidies and advantages will be available to Outokumpu in the future.- Outokumpu's estimates of chromite reserves and resources at the Kemi mine may exceed the actual reserves and resources and there can be no assurance that the expected mining capacity will be reached or that ferrochrome production will be economically feasible.- If Outokumpu were unable to continue selling account receivables under certain sale of receivables programs, Outokumpu may need to refinance such programs and facilities.- Costs related to defined benefit plans could increase, which could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- Changes in assumptions underlying the carrying value of certain assets, including as a result of adverse market conditions, could result in impairment of such assets, including intangible assets such as goodwill.- Outokumpu's tax burden could increase due to changes in tax laws or regulations or their application, or as a result of current or future tax audits.- Fluctuations in foreign exchange rates could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- Outokumpu is exposed to interest rate risk on its floating rate debt and the fair value of its financial assets and liabilities.- Outokumpu is subject to stringent health and safety laws and regulations
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		<p>that may give rise to significant costs and liabilities.</p> <ul style="list-style-type: none">- Substitute materials and new technologies could reduce market prices and demand for stainless steel products.- Financial difficulties or bankruptcy of one or more of Outokumpu's major customers or suppliers could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- Outokumpu's operations in certain emerging countries could be adversely affected by political, economic and legal developments in the countries concerned.- Unfair trade practices could adversely affect stainless steel prices and reduce Outokumpu's profitability, while trade restrictions could limit Outokumpu's access to new export markets.- Russian trade sanctions and import bans may impact also stainless steel industry and Outokumpu's business.- Disruptions to production processes could have a material adverse effect on Outokumpu's operations and customer service levels.- Outokumpu charters vessels to transport stainless steel products and raw materials, which subjects Outokumpu to risks inherent to vessels.- Outokumpu's insurance policies provide limited coverage, potentially leaving it uninsured against some risks.- Product liability claims or loss of product certifications could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- Outokumpu is, and may in the future be, involved in litigation and arbitration proceedings that could adversely affect its business, financial condition and results of operations.- Outokumpu's governance, internal controls and compliance processes could fail to prevent regulatory penalties, reputational harm and fraud, both at operating subsidiaries and joint ventures.- Outokumpu's operations are subject to various environmental laws, regulations and licenses and a failure to comply with these laws and regulations could result in unexpected costs and other liabilities.- Outokumpu may be adversely affected by any future application of restrictions in regard to greenhouse gas emissions and face risks associated with identifying and controlling the cost of compliance with emission allowance schemes.- Outokumpu may be adversely affected by any future application of restrictions regarding sulfur emissions.- Failure to protect intellectual property rights could have a material adverse effect on Outokumpu's competitiveness as well as on its business, financial condition and results of operations.- Any significant problem with information systems could have a material adverse effect on Outokumpu's business, financial condition and results of operations.- A significant portion of Outokumpu's employees in Europe are covered by collective bargaining agreements and Outokumpu may face labor disruptions that could interfere with its operations or the Turnaround Plan.- Outokumpu faces risks relating to its joint ventures.- Outokumpu faces risks associated with nuclear power plant projects in
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		<p>Finland.</p> <ul style="list-style-type: none"> - Failure to attract qualified personnel or a loss of key personnel could disrupt Outokumpu's business and have a material adverse effect on its business, financial condition and results of operations.
<p>D.3</p>	<p>Risks specific to the securities</p>	<p>There are risks relating the Company as an issuer and to its operating environment and business as well as to the Offering and the Notes issued thereunder. The risk factors relating to the Offering and the Notes issued thereunder are listed below. This listing is not exhaustive and additional risks and uncertainties not presently known to the Company, or that the Company currently believes are immaterial, could also impair the Company's business, results of operations and financial condition or an investment in the Company.</p> <p>The risks relating to the Offering and the Notes include the following factors:</p> <ul style="list-style-type: none"> - The Notes may not be a suitable investment for all investors. - Investors are exposed to credit risk in respect of the Issuer. - There is no rating for the Notes. - Active trading market for the Notes may not develop. - Since the Notes bear interest at a fixed interest rate, movements in market interest rates can adversely affect the value of the Notes. - Laws and practices applicable to the Notes may change. - Legal investment considerations may restrict certain investments. - The Notes carry no voting rights at the Issuer's General Meetings of Shareholders. - Outokumpu may be able to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Notes and the holders of Notes. - Outokumpu may incur additional debt without the consent of the holders of the Notes. - Outokumpu's possible extensive indebtedness may have an adverse effect on the Issuer's ability to fulfil its obligations under the Notes as well as on the market price and value of the Notes. - The Issuer may have an obligation to redeem and purchase the Notes prior to maturity. - The Issuer has a right to redeem and purchase the Notes prior to maturity. - The Issuer may not be able to finance the repurchase of Notes following a Change of Control Event. - The Issuer is not obliged to compensate for withholding tax or similar on the Notes. - Amendments to the Notes bind all holders of Notes. - Rights to payments that have not been claimed within 3 years are prescribed. - The completion of the transactions relating to the Notes is reliant on Euroclear Finland Ltd's operations and systems. - The rights of the holders of the Notes depend on the Noteholders' Agent's and Security Agent's actions and financial standing and the ability of the Security Agent to enforce certain of the Transaction Security may be restricted by local law. - The Transaction Security may not be sufficient to cover all the secured liabilities and the enforcement of the security may be delayed or the

		<p>security may not be enforceable at all.</p> <ul style="list-style-type: none"> - The enforcement of security will be subject to the procedures and limitations set out in an Intercreditor Agreement. - Insolvency administrator may not respect the Intercreditor Agreement. - The Intercreditor Agreement and the Security Documents may be amended without the consent of the Noteholders. - The Notes and each of the Guarantees are structurally subordinated to present and future liabilities of non-Guarantor subsidiaries. - The Guarantees and Transaction Security are subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit their validity and enforceability. - Enforcing rights under the Notes or the Guarantees or the Transaction Security across multiple jurisdictions may prove difficult. - Transaction Security and Guarantees may be released under certain circumstances. - Rights in the Transaction Security may be adversely affected by the failure to perfect the Transaction Security. - Certain liabilities have priority to the proceeds from the enforcement of Transaction Security and Guarantees and payments in a distressed situation.
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<i>Section E — Offer</i>		
E.2b	Reasons for the Offering and use of proceeds	<p>The aggregate net proceeds to the Company from the Offering, after deduction of the fees and expenses payable by Outokumpu, will be approximately EUR [•]. The proceeds of the Offering received by Outokumpu are intended to be used for refinancing of existing financial indebtedness of the Group and mainly for the redemption of the 2015 Notes (at their maturity and/or prematurely).</p>
E.3	Terms and conditions of the Offering	<p>Issuer: Outokumpu Oyj, a public limited company incorporated in Finland.</p> <p>Lead Managers: Nordea Bank Finland Plc, Pohjola Bank plc, Danske Bank A/S, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ)</p> <p>Noteholders' Agent: CorpNordic Finland Oy</p> <p>Security Agent: The Law Debenture Trust Corporation Plc</p> <p>Aggregate principal amount: EUR [•]</p> <p>Issue date: [•], 2014</p> <p>Repayment Date: [•], [2019]</p> <p>Interest payment dates: [•]</p> <p>Interest: The Notes bear fixed interest at the rate of [•] % per annum and, if the Notes have not been rated by at least one qualifying rating agency by March [], 2016, as of March [], 2016, at the rate of [] % per annum. The interest on the Notes will be paid semi-annually in arrear commencing on March [], 2015 and thereafter on each September and March.</p> <p>Repayment: [•]</p> <p>Denominations: Minimum subscription is EUR 100,000 and the denomination of each book-entry unit is EUR 1,000.</p> <p>Use of proceeds: Refinancing of existing financial indebtedness of the Group and mainly the redemption of the 2015 Notes (at their maturity and/or</p>

	<p>prematurely).</p> <p>Status: Senior, secured, unsubordinated, except in respect of obligations which are preferred by mandatory provisions of law or for obligations referred to below which have priority pursuant to the Intercreditor Agreement. The Notes shall pursuant to the Intercreditor Agreement be together with certain other indebtedness of the Issuer secured by the Guarantees and the Transaction Security. Pursuant to the Intercreditor Agreement the Guarantee and Transaction Security proceeds as well as in a distressed situation all payments under the liabilities covered by the Intercreditor are subject to the waterfall set out in the Intercreditor Agreement providing for a priority before the Notes for certain liabilities owed to the Security Agent, in respect of certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility. The priority debt under the Liquidity Facility relates [as of [] 2014] only to EUR [] commitments which are on the date of this Prospectus undrawn.</p> <p>Transaction Security: The Notes are, at the date of this Prospectus, secured by the following security interests (security being first-ranking unless prior ranking security interest is mentioned):</p> <ul style="list-style-type: none">- share pledges over the shares or membership interests in the following Outokumpu group companies: Outokumpu Treasury Belgium NV, Orijärvi Oy, [Outokumpu EMEA Oy,] Outokumpu Stainless Oy, Outokumpu Stainless AB, Outokumpu Stainless Holdings Ltd., Outokumpu Stainless Holding GmbH, Outokumpu Nirosta GmbH, Outokumpu Americas, Inc., Outokumpu Stainless Ltd., Outokumpu Stainless USA, LLC, Outokumpu Holding Italia S.p.A. and Outokumpu S.p.A.;- security to the real property and fixed assets owned by Outokumpu Stainless Oy at the Tornio site in Finland, subject to up to EUR 300,000,000 prior ranking mortgages granted to other creditors;- security to various real property and fixed assets owned by Outokumpu Stainless AB in Sweden;- security to the right of use and the fixed assets owned by Outokumpu Chrome Oy at the Tornio site in Finland;- security to the real estate, fixed assets and certain other agreed assets owned by Outokumpu Stainless USA, LLC in Calvert, United States; and- security to the real property and fixed assets owned by Outokumpu Nirosta GmbH in Germany. <p>Guarantees: The Notes are, at the date of this Prospectus, be guaranteed by:</p> <ul style="list-style-type: none">- Outokumpu Oyj- [Outokumpu EMEA Oy (0823312-4), Finland]- Outokumpu Stainless Oy (0823315-9), Finland- Orijärvi Oy (0112281-9), Finland- Outokumpu Stainless AB (556001-8748), Sweden- Outokumpu Treasury Belgium NV (892953690), Belgium- Outokumpu Stainless Holdings Ltd. (02721293), England- Outokumpu Stainless Ltd. (02794127), England- Outokumpu Holding Italia S.p.A. (13136550152), Italy- Outokumpu Stainless Holding GmbH (HRB 4114), Germany- Outokumpu Nirosta GmbH (HRB 12511), Germany- Outokumpu Americas, Inc. (5028835), USA (Delaware)- Outokumpu Stainless USA, LLC (4354408), USA (Delaware) <p>Intercreditor Agreement: On the Issue Date, the Noteholders' Agent has acceded to the Intercreditor Agreement (on behalf of the Noteholders) which governs the relationships between certain creditors of the Issuer, the relative priorities of the secured creditors of the Issuer and its subsidiaries as well as certain other matters relating to the administration of security interests.</p>
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		<p>Pursuant to the Intercreditor Agreement, the security and guarantees securing the Notes, among other debts, will <i>pari passu</i> secure the different debt classes, however taking into account that certain liabilities owed to the Security Agent, certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility have priority to the security and guarantee proceeds. In addition, the Terms and Conditions of the Notes and the Intercreditor Agreement permit the incurrence of additional senior indebtedness or obligations that are permitted to be secured by the Transaction Security and the Guarantees on a <i>pari passu</i> basis.</p> <p>The above mentioned priority of payments applies also in a distressed situation to all payments under the liabilities covered by the Intercreditor Agreement.</p> <p>Under the terms of the Intercreditor Agreement, in certain default situations and in the event of enforcement of the Transaction Security and the Guarantees, holders of the Notes will receive payment, including enforcement proceeds, only after certain liabilities owed to the Security Agent, certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility have been paid.</p> <p>Rating: No rating.</p> <p>Covenants, mandatory repurchase and events of default: Restrictions on additional financial indebtedness, subsidiary guarantees, disposals, mergers and demergers, negative pledge, continuation of business, compliance with laws, related party transactions, admission to trading, undertakings towards the Noteholders' Agent, change of control, non-payment, breach or invalidity of Terms and Conditions of the Notes or other related document, insolvency, attachment, cross-default and ceasing of business.</p> <p>Optional redemption: Prior to March [], 2017 make-whole call and thereafter but less than 42 months from the Issue date at a redemption price being [] % of the nominal amount and thereafter but less than 54 months from the Issue date at a redemption price being [] % of the nominal amount and thereafter at a redemption price being [] % of the nominal amount, in each case together with accrued unpaid interest.</p> <p>Listing: The Notes are expected to be listed on the Helsinki Stock Exchange on or about [•], 2014.</p> <p>Clearing: The Notes are issued in dematerialised form in the OM-book-entry securities system of Euroclear Finland Ltd. The registered address of Euroclear Finland Ltd is Urho Kekkosen katu 5 C, FI-00100, Helsinki.</p> <p>Governing law of the Notes: Finnish law.</p> <p>Governing law of the Intercreditor Agreement: English law.</p> <p>Governing law in respect of the Security Documents: Various laws and at the date of this Prospectus being Finnish, Swedish, English, New York, German, Italian and Belgian laws.</p> <p>Governing law in respect of the Guarantees (granted under the Intercreditor Agreement): English law.</p> <p>ISIN code: [•].</p>
<p>E.4</p>	<p>Material interests</p>	<p>Interests of the Noteholders' Agent and the Security Agent: Business interest normal in the financial markets. The Noteholders' Agent acts as agent for the holders of the notes issued by the Issuer maturing in 2015 and 2016 which notes rank and are secured and guaranteed <i>pari passu</i> with the Notes. The Security Agent acts as trustee, agent or representative (as applicable) in respect of the Transaction Security that secures also major part of Outokumpu's other borrowings.</p> <p>Interests of the Lead Managers: The proceeds of the Offering received by</p>

		<p>Outokumpu may be used for refinancing existing financial indebtedness, including financing provided by the Lead Managers or companies belonging to the same consolidated groups with the Lead Managers. Mainly however the proceeds are intended to be used for the redemption of the 2015 Notes (at their maturity and/or prematurely) [and only in a limited amount (if any) for the refinancing of indebtedness owed to the Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers]. The Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers are lenders under the EUR 500,000,000 liquidity facility which is at the date of this Prospectus undrawn and which [will be/has been] cancelled by an amount equal to the net proceeds of the Offering.</p> <p>The Lead Managers and their respective affiliates may hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Issuer, including the 2015 Notes.</p>
E.7	Estimated expenses charged to the investor	Not applicable. There are no expenses charged to the investors by the Company or the Lead Managers.

TIIVISTELMÄ

Tiivistelmät laaditaan tiedonantovelvollisuuksien mukaisesti ”Osatekijöittäin”. Nämä Osatekijät on numeroitu jaksoiksi A – E (A.1 – E.7).

Tämä tiivistelmä sisältää kaikki ne Osatekijät, jotka on sisällytettävä tällaisia arvopapereita ja tällaista liikkeeseenlaskijaa varten laadittuun tiivistelmään. Koska kaikkien Osatekijöiden käsittelyä ei vaadita, Osatekijöiden numeroinnissa voi olla aukkoja.

Vaikka Osatekijä olisikin sisällytettävä tiivistelmään arvopapereiden tai liikkeeseenlaskijan tyyppin vuoksi, on mahdollista, että Osatekijän osalta ei ole annettavissa mitään relevanttia tietoa. Tällaisessa tapauksessa tiivistelmään on sisällytetty Osatekijästä lyhyt kuvaus sekä maininta ”ei sovelleta”.

Jakso A — Johdanto ja varoitukset		
A.1	Varoitus	Tätä tiivistelmää on pidettävä tämän listalleottoesitteen johdantona. Mahdollisten sijoittajien on perustettava tarjottavia joukkovelkakirjoja koskeva sijoituspäätöksenä listalleottoesitteeseen kokonaisuutena. Jos tuomioistuimessa pannaan vireille tähän listalleottoesitteeseen sisältyviä tietoja koskeva kanne, kantajana toimiva sijoittaja voi jäsenvaltioiden kansallisen lainsäädännön mukaan joutua ennen oikeudenkäynnin vireillepanoa vastaamaan tämän listalleottoesitteen käännökustannuksista. Siviilioikeudellista vastuuta sovelletaan henkilöihin, jotka ovat laatineet tiivistelmän, sen käänнос mukaan luettuna, mutta vain jos tiivistelmä on harhaanjohtava, epätarkka tai epäjohdonmukainen suhteessa tämän listalleottoesitteen muihin osiin tai jos siinä ei anneta yhdessä tämän listalleottoesitteen muiden osien kanssa keskeisiä tietoja sijoittajien auttamiseksi, kun he harkitsevat tarjottaviin joukkovelkakirjoihin sijoittamista.
A.2	Esitteen laatimisesta vastaavan suostumus esitteen käyttöön	Ei sovellu.

Jakso B — Liikkeeseenlaskija		
B.1	Virallinen nimi ja muu liiketoiminnassa käytetty toiminimi	Outokumpu Oyj.
B.2	Asuinpaikka/ oikeudellinen muoto/ sovellettava laki/ liikkeeseenlaskijan perustamismaa	Outokumpu Oyj:n kotipaikka on Espoo. Outokumpu Oyj on Suomessa perustettu julkinen osakeyhtiö, johon sovelletaan Suomen lakia.
B.4b	Merkittävimmät mahdolliset tiedossa olevat	Epävarmuus maailmantalouden kehityksestä on vaikuttanut ruostumattoman teräksen kysyntään viime vuosina. Vaikka ruostumattomien terästuotteiden maailmanlaajuinen kulutus kasvoi vuonna 2013, markkinoihin vaikuttivat edelleen kielteisesti nikkelin hinnan lasku, yleiseen taloustilanteeseen liittyvät

	suuntaukset	<p>huolet ja Kiinan talouden kasvunäkymien heikentyminen.</p> <p>Viime vuosina ruostumattoman teräksen tuotantokapasiteetti on kasvanut merkittävästi Aasiassa, erityisesti Kiinassa, ja sen odotetaan kasvavan edelleen. Aasian rooli on vaihtunut eurooppalaisen ruostumattoman teräksen nettotuojasta merkittäväksi ruostumattoman teräksen viejäksi Eurooppaan. Tämä on aiheuttanut hintapaineita eurooppalaisille ruostumattoman teräksen tuottajille sekä pahentanut eurooppalaisten ruostumattoman teräksen tuottajien tuotannon ylikapasiteettia. Ruostumattoman teräksen maailmanlaajuiset hinnat, jotka laskivat jyrkästi finanssikriisin myötä vuoden 2008 loppua kohti, pysyivät matalina myös vuosina 2011 ja 2012 taloustilanteen epävarmuuden takia. Maailmanlaajuiset markkinahinnat jatkoivat laskua Euroopan kolmella alueella, Yhdysvalloissa ja Kiinassa vuonna 2013 pysyen merkittävästi vuoden 2012 tasojen alapuolella.</p> <p>Outokumpu uskoo, että ruostumattoman teräksen kysynnän yleiset näkymät pitkällä aikavälillä ovat edelleen myönteiset. Keskeisten maailmanlaajuisen kehitystrendien, kuten kaupungistumisen, modernisaation ja liikkuvuuden lisääntymisen yhdessä energian, elintarvikkeiden ja veden maailmanlaajuisen kysynnän kasvun kanssa odotetaan edistävän ruostumattoman teräksen kysynnän kasvua tulevaisuudessa.</p>																											
B.5	Konserni	<p>Outokumpu Oyj on Outokumpu-konsernin emoyhtiö. Seuraavassa taulukossa esitetään merkittävimmät Outokumpu Oyj:n suoraan tai välillisesti omistamat tytäryhtiöt [tämän Esitteen päivämääränä]:</p> <table border="1" data-bbox="526 963 1388 1344"> <thead> <tr> <th></th> <th>Maa</th> <th>Konsernin omistusosuus (%)</th> </tr> </thead> <tbody> <tr> <td>Outokumpu Nirosta GmbH</td> <td>Saksa</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Stainless Oy</td> <td>Suomi</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Chrome Oy</td> <td>Suomi</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Stainless USA, LLC</td> <td>Yhdysvallat</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Stainless AB</td> <td>Ruotsi</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Stainless Ltd.</td> <td>Iso-Britannia</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Treasury Belgium NV</td> <td>Belgia</td> <td>100,0</td> </tr> <tr> <td>Outokumpu Americas, Inc.</td> <td>Yhdysvallat</td> <td>100,0</td> </tr> </tbody> </table>		Maa	Konsernin omistusosuus (%)	Outokumpu Nirosta GmbH	Saksa	100,0	Outokumpu Stainless Oy	Suomi	100,0	Outokumpu Chrome Oy	Suomi	100,0	Outokumpu Stainless USA, LLC	Yhdysvallat	100,0	Outokumpu Stainless AB	Ruotsi	100,0	Outokumpu Stainless Ltd.	Iso-Britannia	100,0	Outokumpu Treasury Belgium NV	Belgia	100,0	Outokumpu Americas, Inc.	Yhdysvallat	100,0
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B.9	Tulosennuste ja -arvio	<p>Outokumpu julkaisi 24.7.2014 päivätyssä pörssitiedotteessaan seuraavat tiedot liiketoiminnallisista ja taloudellisista näkymistään vuoden 2014 kolmannen neljänneksen osalta:</p> <p>”Outokumpu arvioi ruostumattoman teräksen kokonaiskysynnän ja hintaympäristön pysyvän suhteellisen hyvänä kolmannella neljänneksellä. Euroopan markkinoiden odotetaan hiljenevän kausiluonteisesti. Yhtiö arvioi toimitusmäärien laskevan jonkin verran ja ruostumattoman teräksen perushintojen nousevan hieman kolmannella neljänneksellä. Outokumpu odottaa kustannus- ja synergiasäästöohjelmiensa etenevän myös kolmannella neljänneksellä, joskin aiempaa hitaammin.</p> <p>Outokumpu arvioi vuoden 2014 kolmannen neljänneksen operatiivisen tuloksen olevan hieman toista neljännestä heikompi pääasiassa kausivaihtelusta johtuen. Raaka-aineisiin liittyvien varastovoittojen/-tappioiden ja metallijohdannaisten nettovaikutuksen tulokseen odotetaan olevan 10–20 milj. euroa positiivinen.</p> <p>Käynnissä oleviin uudelleenjärjestelyohjelmiin liittyvät kertaluonteiset erät saattavat vaikuttaa Outokummun liiketulokseen. Nämä näkymät koskevat Outokummun jatkuvia toimintoja.”</p>																											
B.10	Tilintarkastus-	<p>Ei sovellu. Tähän Esitteeseen viittaamalla sisällytetyt tilintarkastuskertomukset</p>																											

	kertomuksessa esitetyt muistutukset	historiallisesta taloudellisesta informaatiosta eivät sisällä muistutuksia.																																																																																					
B.12	<p>Ei merkittäviä kielteisiä muutoksia eikä merkittäviä muutoksia</p> <p>Keskeiset taloudelliset tiedot</p>	<p>Liikkeeseenlaskijan ja Takaajien kehitysnäkymissä ei ole tapahtunut merkittäviä kielteisiä muutoksia viimeisen tarkastetun ja julkaistun tilinpäätöksen päivämäärän jälkeen.</p> <p>Liikkeeseenlaskijan ja Takaajien taloudellisessa tai liiketoiminnallisessa asemassa ei ole tapahtunut merkittäviä muutoksia 30.6.2014 jälkeen.</p> <p>Alla on esitetty yhteenveto Outokummun konsolidoidusta taloudellisesta informaatiosta 31.12.2013 ja 31.12.2012 päättyneiltä tilikausilta sekä Outokummun konsolidoidusta taloudellisesta informaatiosta 30.6.2014 ja 30.6.2013 päättyneiltä kuuden kuukauden ajanjaksoilta. Tämän yhteenvedon informaatio on johdettu Outokummun tilintarkastetusta konsernitilinpäätöksestä 31.12.2013 päättyneeltä tilikaudelta ja Outokummun tilintarkastamattomasta lyhennetystä osavuositarkastuksesta 30.6.2014 päättyneeltä kuuden kuukauden kaudelta, jotka on sisällytetty tähän Esitteeseen viittaamalla. Muutetun IAS 19 Työsuhde-etuudet -standardin soveltamisesta ja Inoxum-yrityskaupan kirjanpitokäsittelyn loppuunsaattamisesta johtuen vertailutietoina esitetyt 31.12.2012 päättyneen tilikauden luvut on oikaistu 31.12.2013 päättyneen tilikauden konsolidoidussa tilinpäätöksessä. Outokummun lyhennetyn osavuositarkastuksen tilinpäätöstiedot 30.6.2013 päättyneeltä kuuden kuukauden kaudelta ovat oikaistuja johtuen Inoxum-yrityskaupan kirjanpitokäsittelyn loppuunsaattamisesta sekä siitä, että VDM-liiketoiminta ja myönnytyksen kohteena olevat omaisuuserät on esitetty lopetettuina toimintoina Outokummun 30.11.2013 näiden liiketoimintojen ThyssenKrupille luovuttamista koskevan ilmoituksen jälkeen. Tietoja tulee tarkastella yhdessä tilinpäätöstietojen ja niiden liitetietojen kanssa. Outokummun konsernitilinpäätös on laadittu soveltuvien kansainvälisten tilinpäätösstandardien (IFRS) mukaisesti siten kuin Euroopan Unioni on ne hyväksynyt. Alla olevassa taulukossa 31.12.2013 päättyneeltä tilikaudelta esitetyt tiedot ovat tilintarkastettuja, kun taas 31.12.2012 päättyneeltä tilikaudelta esitetyt oikaistut taloudelliset vertailutiedot sekä 30.6.2014 ja 30.6.2013 päättyneiltä kuuden kuukauden kausilta esitetyt tiedot ovat tilintarkastamattomia.</p> <table border="1" data-bbox="837 1299 1407 1489"> <thead> <tr> <th></th> <th colspan="2">1.1. – 30.6.</th> <th colspan="2">1.1. – 31.12.</th> </tr> <tr> <th></th> <th>2014</th> <th>2013</th> <th>2013</th> <th>2012</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>(oikaistu)</td> <td></td> <td>(oikaistu)</td> </tr> <tr> <td></td> <td>(tilintarkastamaton)</td> <td>(tilintarkastamaton)</td> <td>(tilintarkastettu)</td> <td>(tilintarkastamaton)</td> </tr> <tr> <td></td> <td colspan="4" style="text-align: center;">(miljoonaa euroa, ellei toisin ilmoiteta)</td> </tr> </tbody> </table> <p>KONSERNIN TULOSLASKELMATIETOJA</p> <p>Jatkuvat toiminnot</p> <table border="1" data-bbox="520 1568 1407 2002"> <tbody> <tr> <td>Liikevaihto</td> <td>3 371</td> <td>3 604</td> <td>6 745</td> <td>4 538</td> </tr> <tr> <td>Hankinnan ja valmistuksen kulut</td> <td>-3 343</td> <td>-3 620</td> <td>-6 847</td> <td>-4 503</td> </tr> <tr> <td>Bruttokate</td> <td>28</td> <td>-16</td> <td>-102</td> <td>35</td> </tr> <tr> <td>Liiketoiminnan muut tuotot</td> <td>17</td> <td>8</td> <td>24</td> <td>23</td> </tr> <tr> <td>Myynnin ja markkinoinnin kulut</td> <td>-51</td> <td>-78</td> <td>-144</td> <td>-115</td> </tr> <tr> <td>Hallinnon kulut</td> <td>-113</td> <td>-135</td> <td>-230</td> <td>-181</td> </tr> <tr> <td>Tutkimus- ja kehitystoiminnan kulut</td> <td>-12</td> <td>-14</td> <td>-26</td> <td>-19</td> </tr> <tr> <td>Liiketoiminnan muut kulut</td> <td>-67</td> <td>-24</td> <td>-31</td> <td>-128</td> </tr> <tr> <td>Liiketulos</td> <td>-198</td> <td>-258</td> <td>-510</td> <td>-385</td> </tr> <tr> <td>Osuus osakkuusyhtiöiden ja yhteisyritysten tuloksista</td> <td>8</td> <td>-3</td> <td>-2</td> <td>-0</td> </tr> <tr> <td>Rahoitustuotot ja -kulut:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Korkotuotot</td> <td>1</td> <td>6</td> <td>13</td> <td>13</td> </tr> </tbody> </table>		1.1. – 30.6.		1.1. – 31.12.			2014	2013	2013	2012			(oikaistu)		(oikaistu)		(tilintarkastamaton)	(tilintarkastamaton)	(tilintarkastettu)	(tilintarkastamaton)		(miljoonaa euroa, ellei toisin ilmoiteta)				Liikevaihto	3 371	3 604	6 745	4 538	Hankinnan ja valmistuksen kulut	-3 343	-3 620	-6 847	-4 503	Bruttokate	28	-16	-102	35	Liiketoiminnan muut tuotot	17	8	24	23	Myynnin ja markkinoinnin kulut	-51	-78	-144	-115	Hallinnon kulut	-113	-135	-230	-181	Tutkimus- ja kehitystoiminnan kulut	-12	-14	-26	-19	Liiketoiminnan muut kulut	-67	-24	-31	-128	Liiketulos	-198	-258	-510	-385	Osuus osakkuusyhtiöiden ja yhteisyritysten tuloksista	8	-3	-2	-0	Rahoitustuotot ja -kulut:					Korkotuotot	1	6	13	13
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Korkokulut	-78	-95	-210	-80
Markkinahintoihin liittyvät voitot ja tappiot	-4	-22	-37	-64
Muut rahoitustuotot	1	0	0	2
Muut rahoituskulut	<u>-40</u>	<u>-11</u>	<u>-76</u>	<u>-10</u>
Tulos ennen veroja	-310	-383	-822	-524
Tuloverot	<u>-6</u>	<u>7</u>	<u>-11</u>	<u>-12</u>
Tilikauden tulos jatkuvista toiminnoista	-316	-375	-832	-536
Tilikauden tulos lopetetuista toiminnoista	<u>11</u>	<u>-26</u>	<u>-170</u>	<u>-</u>
Tilikauden tulos	<u><u>-306</u></u>	<u><u>-402</u></u>	<u><u>-1 003</u></u>	<u><u>-536</u></u>
Jakautuminen:				
Outokummun omistajille	-304	-399	-997	-534
Määräysvallattomille omistajille	-3	-3	-6	-2
Outokummun omistajille kuuluvasta tuloksesta laskettu osakekohtainen tulos, euroa ⁽¹⁾ :				
Osakekohtainen tulos, jatkuvat toiminnot	-1,11	-2,81	-6,23	n/a
Osakekohtainen tulos, lopetetut toiminnot	<u>0,04</u>	<u>-0,20</u>	<u>-1,29</u>	<u>n/a</u>
Osakekohtainen tulos	<u><u>-1,07</u></u>	<u><u>3,01</u></u>	<u><u>-7,52</u></u>	<u><u>n/a</u></u>
	1.1. – 30.6.		1.1. – 31.12.	
	2014	2013	2013	2012
	(tilintarkastamaton)	(oikaistu) (tilintarkastamaton)	(tilintarkastettu)	(oikaistu) (tilintarkastamaton)
		(miljoonaa euroa)		
TIETOJA KONSERNIN LAAJASTA TULOSLASKELMASTA				
Tilikauden tulos	-306	-402	-1 003	-536
Muut laajan tuloksen erät, verojen jälkeen	<u>11</u>	<u>-14</u>	<u>-44</u>	<u>-36</u>
Tilikauden laaja tulos	<u><u>-295</u></u>	<u><u>-416</u></u>	<u><u>-1 047</u></u>	<u><u>-571</u></u>
	30.6.		31.12.	
	2014	2013	2013	2012
	(tilintarkastamaton)	(oikaistu) (tilintarkastamaton)	(tilintarkastettu)	(oikaistu) (tilintarkastamaton)
		(miljoonaa euroa)		
KONSERNITASETIETOJA				
Varat				
Pitkäaikaiset varat yhteensä	3 821	4 596	3 944	4 655
Lyhytaikaiset varat yhteensä	2 821	3 767	2 679	3 757
Myytävinä olevat varat	<u>-</u>	<u>1 285</u>	<u>2 200</u>	<u>1 276</u>
Varat yhteensä	<u><u>6 642</u></u>	<u><u>9 647</u></u>	<u><u>8 823</u></u>	<u><u>9 688</u></u>
Oma pääoma ja velat				
Outokummun omistajille kuuluva oma pääoma:				
Osakepääoma	311	311	311	311
Ylikursssirahasto	714	714	714	714
Sijoitetun vapaan oman pääoman rahasto	2 102	1 462	1 462	1 462
Muut rahastot	-178	-163	17	30
Kertyneet voittovarot	<u>-714</u>	<u>189</u>	<u>-617</u>	<u>410</u>
Outokummun omistajille kuuluva oma pääoma yhteensä	2 234	2 513	1 887	2 926
Määräysvallattomien omistajien osuus	<u>2</u>	<u>10</u>	<u>4</u>	<u>26</u>

Oma pääoma yhteensä	2 236	2 523	1 891	2 952
Pitkäaikaiset velat yhteensä	2 275	3 399	3 791	3 622
Lyhytaikaiset velat yhteensä	2 131	2 961	2 093	2 327
Myytävinä oleviin varoihin liittyvät velat	—	764	1 048	786
Oma pääoma ja velat yhteensä	<u>6 642</u>	<u>9 647</u>	<u>8 823</u>	<u>9 688</u>
	1.1. – 30.6.		1.1. – 31.12.	
	2014	2013	2013	2012
	(tilintarkastamaton)	(oikaistu) (tilintarkastamaton)	(tilintarkastettu)	(oikaistu) (tilintarkastamaton)
		(miljoonaa euroa)		
KONSERNIN RAHAVIRTALASKELMATIETOJA⁽²⁾				
Liiketoiminnan nettorahavirta	-271	-233	34	266
Investointien nettorahavirta	-111	-213	-108	-1 196
Rahoituksen nettorahavirta	-54	545	459	994
Rahavarojen muutos	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Rahavarat tilikauden alussa	607	222	222	168
Valuuttakurssien muutosten vaikutus	2	-4	-11	-11
Lopetettujen toimintojen vaikutus rahavarojen nettomuutokseen	-12	9	12	—
Rahavarojen muutos	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Rahavarat tilikauden lopussa	<u>161</u>	<u>327</u>	<u>607</u>	<u>222</u>
	30.6. ja 1.1.-30.6.		31.12. ja 1.1.-31.12.	
	2014	2013	2013	2012
	(tilintarkastamaton)	(oikaistu) (tilintarkastamaton)	(tilintarkastettu, ellei toisin ilmoiteta)	(oikaistu) (tilintarkastamaton)
		(miljoonaa euroa, ellei toisin ilmoiteta)		
KONSERNIN TUNNUSLUVUT				
Sijoitettu pääoma	4 208	5 614	4 265	5 623
Sidottu pääoma	4 209	5 609	4 266	5 626
Investoinnit				
käyttöomaisuuteen ⁽²⁾ ⁽³⁾ suhteessa liikevaihtoon ⁽²⁾ ,	48	98	183	3 155
prosenttia	1,4	2,7	2,7	69,5
Poistot	163	167	332	230
Henkilöstö kauden lopussa, ilman kesäharjoittelijoita ⁽²⁾				
(tilintarkastamaton)	12 365	13 021	12 561	16 649
Liiketulos	-198	-258	-510	-385
suhteessa liikevaihtoon, prosenttia	-5,9	-7,1	-7,6	-8,5
Operatiivinen liiketulos ⁽⁴⁾				
(tilintarkastamaton)	-51	-169	-377	-169
Käyttökate (EBITDA)				
(tilintarkastamaton)	-8	-86	-165	-50
Operatiivinen käyttökate EBITDA ⁽⁴⁾				
(tilintarkastamaton)	112	3	-32	71
Velkaantumisaste, prosenttia	92,5	152,9	188,0	116,2
Tulos ennen veroja	-310	-383	-822	-524
suhteessa liikevaihtoon, prosenttia	-9,2	-10,6	-12,2	-11,5
Tilikauden tulos	-306	-402	-1 003	-536
suhteessa liikevaihtoon, prosenttia	-9,1	-11,1	-14,9	-11,8
Oman pääoman tuotto, prosenttia	-29,7	-29,3	-41,4	-21,4
Sijoitetun pääoman tuotto,	-9,4	-9,2	-10,3	-8,2

		<p>prosenttia</p> <table border="0"> <tr> <td>Korollinen nettovelka⁽⁵⁾</td> <td>2 068</td> <td>3 859</td> <td>3 556</td> <td>3 431</td> </tr> <tr> <td>Ruostumattoman teräksen ulkoiset toimitukset yhteensä, tuhatta tonnia⁽²⁾ (tilintarkastamaton)</td> <td>1 352</td> <td>1 330</td> <td>2 585</td> <td>1 428</td> </tr> <tr> <td>Osakkeiden lukumäärä tilikauden alussa⁽⁶⁾ (tilintarkastamaton)</td> <td>2 077 105 460</td> <td>2 077 065 460</td> <td>2 077 065 460</td> <td>181 977 861</td> </tr> <tr> <td>Osakkeiden lukumäärä tilikauden lopussa⁽⁶⁾ (tilintarkastamaton)</td> <td>415 426 724</td> <td>2 077 065 460</td> <td>2 077 105 460</td> <td>2 077 065 460</td> </tr> </table> <p>(1) Osakeantioikaistun painotetun keskimääräisen osakemäärän mukainen, vertailutiedot oikaistu vastaavasti. Vertailutiedot on oikaistu 20.6.2014 rekisteröidyn osakkeiden yhdistämisen mukaisesti, tilintarkastamaton.</p> <p>(2) Jatkuvat toiminnot. Lopetettuja toimintoja ei ollut 31.12.2012 päättyneellä tilikaudella.</p> <p>(3) Investoinnit 31.12.2012 päättyneellä tilikaudella sisältävät 2 720 miljoonan euron Inoxum-yrityskaupan ja hankintaan liittyvät 79 miljoonan euron rahoitusleasingit ja omaisuuden ostot.</p> <p>(4) Uuden metallin hintasuojauspolitiikan käyttöönoton vuoksi Outokumpu on muuttanut vuoden 2014 alussa operatiivisen tuloksen ja operatiivisen käyttökatteen määritelmää. Kertaluonteisten erien ja raaka-aineisiin liittyvien varastovoittojen/tappioiden lisäksi tunnusluvuista poistetaan nyt myös metallijohdannaisiin liittyvät voitot/tappiot. Edellisten tilikausien lukuja ei ole muutettu vastaavasti, koska uusi suojausperiaate otettiin käyttöön vuoden 2014 alussa, eikä sitä sovelleta aiempiin katsauskausiin.</p> <p>(5) Outokumpu muutti korollisen nettovelan määritelmää tammikuussa 2014. Tunnusluvut 31.12.2013, 31.12.2012 ja 30.6.2013 päättyneiltä tilikausilta on laskettu uuden määritelmän mukaan, mukaan lukien velkaantumisasaste.</p> <p>(6) Pois lukien omat osakkeet. Outokummun osakemäärä muuttui 20.6.2014 rekisteröidyn osakkeiden yhdistämisen johdosta. Vertailutietoja ei ole oikaistu.</p> <p>TUNNUSLUKUJEN LASKENTAPERUSTEET</p> <table border="0"> <tr> <td>Sijoitettu pääoma</td> <td>=</td> <td>Oma pääoma + korollinen nettovelka + johdannaisvelat (netto) + korkovelat (netto) – myytävänä olevat varat (netto) – lainasaamiset – myytävissä olevat sijoitukset – käypään arvoon tulosvaikutteisesti arvostettavat sijoitukset – osuudet osakkuusyhtiöissä ja yhteisyrityksissä</td> <td></td> </tr> <tr> <td>Sidottu pääoma</td> <td>=</td> <td>Sijoitettu pääoma + laskennallinen verovelka (netto)</td> <td></td> </tr> <tr> <td>Operatiivinen liiketulos</td> <td>=</td> <td>Liiketulos ilman kertaluonteisia eriä, varastovoittoja/tappioita sekä metallijohdannaisista johtuvia voittoja/tappioita.</td> <td></td> </tr> <tr> <td>Käyttökate (EBITDA)</td> <td>=</td> <td>Liiketulos ennen poistoja ja arvonalentumisia.</td> <td></td> </tr> <tr> <td>Operatiivinen käyttökate EBITDA</td> <td>=</td> <td>Käyttökate ilman kertaluonteisia eriä, muita kuin arvonalentumisia; varastovoittoja/tappioita sekä metallijohdannaisista johtuvia voittoja/tappioita.</td> <td></td> </tr> <tr> <td>Velkaantumisaste</td> <td>=</td> <td>$\frac{\text{Korollinen nettovelka}}{\text{Oma pääoma}}$</td> <td>x 100</td> </tr> <tr> <td>Oman pääoman tuotto</td> <td>=</td> <td>$\frac{\text{Tilikauden tulos}}{\text{Oma pääoma (kauden keskiarvo)}}$</td> <td>x 100</td> </tr> <tr> <td>Sijoitetun pääoman tuotto (ROCE)</td> <td>=</td> <td>$\frac{\text{Liiketulos}}{\text{Sijoitettu pääoma (kauden keskiarvo)}}$</td> <td>x 100</td> </tr> <tr> <td>Korollinen nettovelka</td> <td>=</td> <td>Pitkäaikaiset ja lyhytaikaiset korolliset velat – rahavarat</td> <td></td> </tr> </table>	Korollinen nettovelka ⁽⁵⁾	2 068	3 859	3 556	3 431	Ruostumattoman teräksen ulkoiset toimitukset yhteensä, tuhatta tonnia ⁽²⁾ (tilintarkastamaton)	1 352	1 330	2 585	1 428	Osakkeiden lukumäärä tilikauden alussa ⁽⁶⁾ (tilintarkastamaton)	2 077 105 460	2 077 065 460	2 077 065 460	181 977 861	Osakkeiden lukumäärä tilikauden lopussa ⁽⁶⁾ (tilintarkastamaton)	415 426 724	2 077 065 460	2 077 105 460	2 077 065 460	Sijoitettu pääoma	=	Oma pääoma + korollinen nettovelka + johdannaisvelat (netto) + korkovelat (netto) – myytävänä olevat varat (netto) – lainasaamiset – myytävissä olevat sijoitukset – käypään arvoon tulosvaikutteisesti arvostettavat sijoitukset – osuudet osakkuusyhtiöissä ja yhteisyrityksissä		Sidottu pääoma	=	Sijoitettu pääoma + laskennallinen verovelka (netto)		Operatiivinen liiketulos	=	Liiketulos ilman kertaluonteisia eriä, varastovoittoja/tappioita sekä metallijohdannaisista johtuvia voittoja/tappioita.		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B.13	Viimeaikaiset tapahtumat, jotka ovat ratkaisevia arvioitaessa Liikkeeseenlaskijan maksukykyä	<p>Outokumpu allekirjoitti 28.2.2014 lainasopimuksen koskien uutta EUR 500 miljoonan Liquidity Facility -fasilitaattia, uudelleenrahoitti EUR 900 miljoonan luottolimiittisopimuksensa ja sopi muutoksista tiettyjen olemassa olevien rahoitusjärjestelyjensä ehtoihin, mukaan lukien joidenkin niiden erääntymisajankohdan pidentämisestä kolmella vuodella. Liikkeeseenlaskija ja tietyt liikkeeseenlaskijan tytäryhtiöt ovat antaneet takauksen valtaosasta Outokummun velkarahoituksesta ja asettaneet tämän vakuudeksi tiettyjä</p>																																																								

		vakuuksia.
B.14	Liikkeeseenlaskijan riippuvuuden muista konserniin kuuluvista yksiköistä	Liikkeeseenlaskija on Outokumpu-konsernin emoyhtiö eikä se ole riippuvainen muista konserniin kuuluvista yksiköistä.
B.15	Kuvaus liikkeeseenlaskijan päätoimialoista	Outokumpu on yksi johtavista ruostumattoman teräksen tuottajista mitattuna sen noin 4,1 miljoonan tonnin vuotuisella sulattokapasiteetilla ja noin 3,6 miljoonan tonnin lopputuotekapasiteetilla vuonna 2013 (kummassakin tapauksessa lukuun ottamatta Ternin myönnytyksen kohteena olevia omaisuuseriä (kuten määritelty tässä listalleottoesitteessä) ja VDM-liiketoimintaa (kuten määritelty tässä listalleottoesitteessä)). Outokumpu on sekä austeniittisten että ferriittisten ruostumattomien teräslajien johtava tuottaja Euroopassa toimitusmäärien perusteella (lähde: EUROFER, helmikuu 2014). Lisäksi Outokumpu on markkinaosuuden perusteella maailman johtava ruostumattomien duplex-teräslajien tuottaja (lähde: SMR, helmikuu 2014).
B.16	Kuvaus siitä, onko liikkeeseenlaskija suoraan tai välillisesti jonkun omistuksessa tai määräysvallassa ja mikä tämä taho on sekä määräysvallan luonteesta	Ei sovellu. Siltä osin kuin Outokumpu on tietoinen, Outokumpu ei ole suoraan tai välillisesti kenenkään omistuksessa tai määräysvallassa.
B.17	Liikkeeseenlaskijan luottoluokitukset	Outokummulla tai Velkakirjoilla ei ole tällä hetkellä luottoluokituslaitoksen antamaa luottoluokitusta.
B.18	Kuvaus takauksen luonteesta ja soveltamisalasta	Outokumpu sekä tietyt sen alla kohdassa B.19 luetellut tytäryhtiöt ovat antaneet takauksen Outokummun Velkakirjojen mukaisista velvollisuuksista ja valtaosasta Outokummun muista lainoista ja/tai asettaneet tämän vakuudeksi esimerkiksi tiettyjä osakkeita, kiinteistöjä ja vaihto-omaisuuttaan. Katso kohta E.3 alla yksityiskohtia varten.
B.19	Takaajasta annettavat tiedot	Seuraavat yhtiöt ovat takaajia tämän Esitteen päivämäärällä: <ul style="list-style-type: none"> - Outokumpu Oyj - [Outokumpu EMEA Oy (0823312-4), Finland] - Outokumpu Stainless Oy (0823315-9), Finland - Orijärvi Oy (0112281-9), Finland - Outokumpu Stainless AB (556001-8748), Sweden - Outokumpu Treasury Belgium NV (892953690), Belgium - Outokumpu Stainless Holdings Ltd. (02721293), England - Outokumpu Stainless Ltd. (02794127), England - Outokumpu Holding Italia S.p.A. (13136550152), Italy - Outokumpu Stainless Holding GmbH (HRB 4114), Germany - Outokumpu Nirosta GmbH (HRB 12511), Germany - Outokumpu Americas, Inc. (5028835), USA (Delaware) - Outokumpu Stainless USA, LLC (4354408), USA (Delaware)

		<p>Seuraavat yhtiöt ovat vakuudenantajia tämän Esitteen päivämäärällä:</p> <ul style="list-style-type: none"> - Outokumpu Oyj - [Outokumpu EMEA Oy (0823312-4), Finland] - Outokumpu Stainless Oy (0823315-9), Finland - Orijärvi Oy (0112281-9), Finland - Outokumpu Chrome Oy (0772768-3), Finland - Outokumpu Stainless AB (556001-8748), Sweden - Outokumpu Stainless Holdings Ltd. (02721293), England - Outokumpu Holding Italia S.p.A. (13136550152), Italy - Outokumpu Stainless Holding GmbH (HRB 4114), Germany - Outokumpu Nirosta GmbH (HRB 12511), Germany - Outokumpu Americas, Inc. (5028835), USA (Delaware) - Outokumpu Stainless USA, LLC (4354408), USA (Delaware) <p>Katso kohta E.3 alla yksityiskohtia varten.</p>
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<i>Jakso C — Arvopaperit</i>		
C.1	Arvopapereiden tyyppi ja laji	<p>Senior-statuksinen vakuudellinen velkakirjalaina, jonka kokonaisnimellismäärä on [•] euroa.</p> <p>Velkakirjojen ISIN-koodi on [•].</p> <p>Arvo-osuuden yksikkökoko on 1 000 euroa.</p>
C.2	Arvopapereiden liikkeeseenlaskun valuutta	Velkakirjojen Liikkeeseenlaskun valuutta on euro.
C.5	Arvopapereiden vapaata luovutettavuutta koskevat rajoitukset	Ei sovelleta. Velkakirjat ovat vapaasti luovutettavissa sen jälkeen, kun ne on kirjattu asianomaiselle arvo-osuustilille.
C.8	Arvopapereiden etuoikeusjärjestys	<p>Velkakirjat ovat Liikkeeseenlaskijan suoria ja vakuudellisia velvoitteita, jotka ovat samanarvoisia (<i>pari passu</i>) keskenään ja jotka ovat etuoikeusjärjestyksessä vähintään samalla sijalla Liikkeeseenlaskijan ja Takaajien vakuudettomien velvoitteiden kanssa lukuun ottamatta niitä velvoitteita, joilla on etuoikeus pakottavan lain nojalla ja alla mainittuja Intercreditor-sopimuksen mukaisesti etuoikeutettuja velvoitteita. Intercreditor-sopimuksen (<i>Intercreditor Agreement</i>) mukaan Velkakirjojen vakuutena ovat yhdessä eräiden muiden velkojen kanssa eräät Outokummun omaisuuserät ja eräiden konserniyhtiöiden antamat takaukset. Vakuuksista ja takauksista saatavat varat sekä tietyissä sopimusrikkomustilanteessa kaikki Intercreditor-sopimuksen kattamat saamiset ovat alisteisia Intercreditor-sopimuksen mukaiselle etuoikeusjärjestykselle, jonka mukaisesti tietyillä Vakuusagentin hyväksi olevilla velvoitteilla on parempi etuoikeus kuin Velkakirjoilla, ja tämä etuoikeus koskee tiettyjä vakuusvelkojen täytäntöönpanokustannuksia ja tiettyä Liquidity-fasiliteetin (<i>Liquidity Facility</i>) alaista velkaa. Liquidity-fasiliteetin alainen etuoikeutettu velka liittyy päivämäärällä [] .2014 pelkästään [] euron määräisiin sitoumuksiin, joita ei ole nostettu tämän Esitteen päivämäärällä.</p>
C.9	Korko ja tuotto; velkapapereiden haltijoiden edustajan nimi	<p>Velkakirjoille maksetaan kiinteää vuotuista [] %:n korkoa, ja jos Velkakirjat eivät ole saaneet vähintään yhden kelpuutetun luottoluokituslaitoksen antamaa luottoluokitusta viimeistään [] .3.2016, kiinteä vuotuinen korko on [] .3.2016 lukien [] %. Velkakirjojen maksamattomalle osalle maksetaan korkoa puolivuositain alkaen [] .3.2015 ja sen jälkeen joka syyskuu ja maaliskuu.</p>

		<p>Velkakirjojen efektiivinen vuosituotto on [] %.</p> <p>CorpNordic Finland Oy toimii Velkakirjojen haltijoiden edustajana.</p> <p>The Law Debenture Trust Corporation Plc toimii Intercreditor-sopimuksen ja Transaction Security Documents -sopimusten mukaisena vakuusagenttina.</p>
C.10	Tiedot siitä, kuinka kohde-etuuden arvo vaikuttaa koron määrään	Ei sovelleta. Velkakirjoille maksettava korko ei ole yhteydessä johdannaiseen.
C.11	Ottaminen kaupankäynnin kohteeksi	Yhtiö on hakenut Velkakirjojen ottamista julkisen kaupankäynnin kohteeksi Helsingin Pörssissä. Velkakirjat listataan Helsingin Pörssiin arviolta [•].2014.

<i>Jakso D — Riskit</i>		
D.2	Liikkeeseenlaskijaan, sen toimintaympäristöön ja liiketoimintaan liittyvät riskit	<p>Yhtiön liikkeeseenlaskijana ja sen toimintaympäristöön ja liiketoimintaan sekä Liikkeeseenlaskuun ja sen kohteena oleviin Velkakirjoihin liittyy riskitekijöitä. Yhtiön liikkeeseenlaskijana ja sen toimintaympäristöön ja liiketoimintaan liittyvät riskitekijät on lueteltu jäljempänä. Tämä luettelo ei ole tyhjentävä, ja myös riskit tai epävarmuustekijät, joista Yhtiö ei tällä hetkellä ole tietoinen tai joita se juuri nyt pitää epäolennaisina, saattavat vaikuttaa haitallisesti Yhtiön liiketoimintaan, tulokseen ja taloudelliseen asemaan tai Yhtiön tehtyyn sijoitukseen.</p> <p>Yhtiön ja ruostumattoman teräksen teollisuuteen liittyvät riskit sisältävät seuraavat tekijät:</p> <ul style="list-style-type: none"> - Kova kilpailu on tyypillistä maailmanlaajuiselle ruostumattoman teräksen teollisuudelle. - Ruostumattoman teräksen maailmanmarkkinoiden ylikapasiteetin kasvusta ja ylitarjonnasta aiheutunut alhainen kapasiteetin käyttöaste tai muut ruostumattoman teräksen kysyntään vaikuttavat tekijät ovat vaikuttaneet ja saattavat jatkossakin vaikuttaa olennaisen haitallisesti Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen. - Ruostumattoman teräksen hinnan pysyminen pitkäaikaisesti matalalla tasolla ja hintojen voimakas vaihtelu ovat vaikuttaneet ja voivat vastakin vaikuttaa olennaisen haitallisesti Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen. - Epäonnistuminen Kannattavuudenpalauttamisohjelman toteuttamisessa voi aiheuttaa Outokummun rahoitusjärjestelyjen eräännyttämiseen oikeuttavan sopimusrikkomuksen ja johtaa lopulta Outokummun maksukyvyttömyyteen tai selvitystilaan asettamiseen. - Outokumpu ei välttämättä pysty saavuttamaan joitakin Inoxum-yrityskaupan odotettuja hyötyjä tai se ei välttämättä onnistu jatkamaan Inoxumin integroimista Outokumpuun nykyisten odotusten tai aikataulujen mukaisesti. - Outokumpu ei välttämättä pysty saavuttamaan sen kustannussäästö- ja tehostamistoimenpiteistä odotettavia hyötyjä. - Outokummun meneillään olevat uudelleenjärjestelyt EMEAssa eivät välttämättä toteudu nykyisten odotusten ja aikataulujen mukaisesti. - Outokummun tuotannon ylösajo ja toimitusmäärien kasvattaminen eivät välttämättä onnistu Amerikan mantereella nykyisten odotusten mukaisesti.

	<ul style="list-style-type: none">- Osa raaka-aineostoihin liittyvistä säästöistä saattaa hyödyttää myös Outokummun eurooppalaisia kilpailijoita eikä siten täysimääräisesti paranna Outokummun kilpailuasemaa, tai ollenkaan.- Liiketoiminnan luovutukseen liittyy useita riskejä, joilla materialisoituessaan olisi olennaisen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Merkittävä osa Outokummun rahoituksesta eräännyy vuonna 2017, eikä voi olla varmuutta siitä, että lisärahoitusta on saatavilla ennen kyseistä ajankohtaa Outokummulle kaupallisesti järkevin ehdoin tai kuluin tai ollenkaan.- Merkittävä osa Outokummun rahoituksesta on vakuudellista, mikä voi vaikuttaa Outokummulle tulevaisuudessa tarjolla olevan rahoituksen saatavuuteen ja ehtoihin.- Outokummun korkea velkaantumisaste voi rajoittaa sen toiminnallista joustavuutta.- Raaka-aineiden ja tarveaineiden tarjonnan ja hintojen vaihtelulla tai Outokummun kykenemättömyydellä hankkia raaka-aineita ja tarveaineita voi olla olennaisen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Ruostumattomien terästuotteiden jakelijoiden varastojen täyttäminen ja purkaminen voivat vaikuttaa hintaan, jonka Outokumpu voi veloittaa tuotteistaan.- Outokumpu ei välttämättä kykene ostamaan kierrätettyä ruostumatonta terästä suotuisin ehdoin tulevaisuudessa, millä voi olla olennaisen haitallinen vaikutus sen kannattavuuteen.- Outokummun kyvyttömyys hyödyntää kasvanutta ferrokromituotantokapasiteettiaan täysimääräisesti tai ferrokromin maailmanlaajuisen kysynnän puute voi vaikuttaa olennaisesti Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Merkittävät investoinnit tuotannon laajentamiseen ja nykyisten tehtaiden ylläpitoon ovat tyypillisiä ruostumattoman teräksen teollisuudelle, eikä voi olla varmuutta siitä, että suunnitellut investoinnit toteutetaan, niihin liittyvät tavoitteet toteutuvat tai että Outokummun tekemät investoinnit vastaavat sen tavoitteita.- Outokumpu ei välttämättä hyödy ruostumattomien terästuotteiden tuotannossa ja ferrokromituotannossa tarvittavan energian kilpailukykyisestä hinnasta ja luotettavasta saannista.- Outokumpua saatetaan vaatia siirtämään kylmävalssaamonsa Shanghaissa, mikä johtaisi lisäkustannuksiin, eikä voi olla varmuutta siitä, että Outokumpu kykenisi löytämään uuden suotuisan sijainnin laitokselle.- Outokumpu on hyötynyt tietyistä julkisista avustuksista ja etuuksista, eikä voi olla varmuutta siitä, että Outokumpu voi saada tällaisia avustuksia ja etuuksia tulevaisuudessa.- Outokummun arviot Kemin kaivoksessa olevista kromiittivaroista ja -varannoista voivat olla todellisia varoja ja varantoja suuremmat, eikä voi olla varmuutta siitä, että odotettu kromiitin louhintakapasiteetti saavutetaan tai että ferrokromituotanto tulee olemaan taloudellisesti kannattavaa.- Jos Outokumpu ei kykene jatkamaan myyntisaamisten myymistä tiettyjen saamia koskevien myyntiohjelmien mukaisesti, Outokumpu saattaa joutua jälleenrahoittamaan nämä ohjelmat ja järjestelyt.
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	<ul style="list-style-type: none">- Etuusperusteisiin järjestelyihin liittyvät kustannukset voivat kasvaa, millä voi olla olennainen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Muutokset tiettyjen omaisuuserien kirjanpitoarvoon vaikuttavissa oletuksissa muun muassa epäsuotuisan markkinakehityksen seurauksena voivat johtaa kyseisten omaisuuserien, mukaan lukien aineettomien hyödykkeiden, kuten liikearvon, arvonalentumisiin.- Outokummun verorasitus saattaa lisääntyä verolakien tai -määräysten tai niiden soveltamiskäytäntöjen muutosten taikka meneillään olevien tai tulevien verotarkastusten seurauksena.- Valuuttakurssien vaihtelulla voi olla olennaisen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Outokumpu on altis korkoriskille vaihtuvakorkoisen velkansa sekä rahoitusomaisuutensa ja -velkojensa käyvän arvon osalta.- Outokumpuun sovelletaan tiukkoja työterveys- ja turvallisuuslakeja ja määräyksiä, joista voi aiheutua huomattavia kustannuksia ja vastuita.- Korvaavat materiaalit ja uudet teknologiat voivat laskea ruostumattomien terästuotteiden markkinahintoja ja heikentää niiden kysyntää.- Outokummun yhden tai useamman keskeisen asiakkaan tai toimittajan rahoitusvaikeudet tai konkurssi voivat vaikuttaa olennaisesti Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Outokummun toiminnot tietyissä kehittyvissä maissa voivat kärsiä kyseisten maiden poliittisesta, taloudellisesta ja oikeudellisesta kehityksestä.- Epäreilut kauppakäytännöt voivat vaikuttaa haitallisesti ruostumattoman teräksen hintoihin ja vähentää Outokummun kannattavuutta samalla, kun ulkomaankaupan rajoitukset voivat rajoittaa Outokummun pääsyä uusille vientimarkkinoille.- Venäjää vastaan asetetut kauppasanktiot ja vientikiellot voivat myös vaikuttaa ruostumattoman teräksen teollisuuteen ja Outokummun liiketoimintaan.- Häiriöt tuotantoprosesseissa voivat vaikuttaa olennaisesti Outokummun toimintaan ja asiakaspalvelun tasoon.- Outokumpu vuokraa aluksia ruostumattomien terästuotteiden ja raaka-aineiden kuljettamiseksi, mikä altistaa Outokummun kuljetusaluksiin väistämättä liittyville riskeille.- Outokummun vakuutus sopimukset antavat rajallista turvaa eivätkä välttämättä kata kaikkia riskejä.- Tuotevastuukanteilla tai tuotteiden sertifiointien menettämällä voi olla olennaisen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Outokumpu on ja saattaa tulevaisuudessakin olla osapuolena oikeudenkäynneissä ja välimiesmenettelyissä, joilla voi olla olennaisen haitallinen vaikutus sen liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.- Outokummun hallinnointijärjestelmällä, sisäisellä valvonnalla ja säännösten noudattamista koskevilla prosesseilla ei välttämättä pystytä ehkäisemään viranomaisten sanktioita, mainevahinkoja ja petoksia sekä
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		<p>operatiivisissa tytäryhtiöissä että yhteisyrityksissä.</p> <ul style="list-style-type: none"> - Outokummun toimintaan sovelletaan useita ympäristölakeja, -määräyksiä ja -lupia, joiden noudattamisen laiminlyönti voi aiheuttaa odottamattomia kustannuksia ja muita vastuita. - Outokumpu saattaa kärsiä kasvihuonepäästöjä koskevien rajoitusten soveltamisesta tulevaisuudessa, ja se on altis riskeille, jotka liittyvät päästöoikeusjärjestelmien noudattamisesta aiheutuvien kustannusten tunnistamiseen ja valvontaan. - Outokumpu saattaa kärsiä rikkipäästöjä koskevien rajoitusten soveltamisesta tulevaisuudessa. - Epäonnistuminen immateriaalioikeuksien suojaamisessa voi vaikuttaa olennaisen haitallisesti Outokummun kilpailukykyyn sekä sen liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen. - Merkittävällä tietojärjestelmäongelmalla voi olla olennaisen haitallinen vaikutus Outokummun liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen. - Huomattavaan osaan Outokummun työntekijöistä sovelletaan työehtosopimuksia Euroopassa, ja Outokummussa voi sattua sen toimintaa tai Kannattavuudenpalauttamisohjelmaa häiritseviä työtaistelutoimenpiteitä. - Outokumpu on altis yhteisyrityksiin liittyville riskeille. - Outokumpu on altis Suomen ydinvoimalaprojekteihin liittyville riskeille. - Epäonnistuminen pätevän henkilöstön houkuttelemisessa tai keskeisten työntekijöiden menettäminen voi aiheuttaa häiriöitä Outokummun liiketoiminnassa ja vaikuttaa olennaisen haitallisesti sen liiketoimintaan, taloudelliseen asemaan ja liiketoiminnan tulokseen.
<p>D.3</p>	<p>Arvopapereille ominaiset riskit</p>	<p>Yhtiön Liikkeeseenlaskijana ja sen toimintaympäristöön ja liiketoimintaan sekä Liikkeeseenlaskuun ja sen kohteena oleviin Velkakirjoihin liittyvät riskitekijöitä. Liikkeeseenlaskuun ja sen kohteena oleviin Velkakirjoihin liittyvät riskit on lueteltu jäljempänä. Tämä luettelo ei ole tyhjentävä, ja myös riskit tai epävarmuustekijät, joista Yhtiö ei tällä hetkellä ole tietoinen tai joita se juuri nyt pitää epäolennaisina, saattavat vaikuttaa haitallisesti Yhtiön liiketoimintaan, tulokseen ja taloudelliseen asemaan tai Yhtiön tehtyyn sijoitukseen.</p> <p>Liikkeeseenlaskuun ja sen kohteena oleviin Velkakirjoihin liittyvät riskit sisältävät seuraavat tekijät:</p> <ul style="list-style-type: none"> - Velkakirjat eivät välttämättä sovellu sijoituskohteeksi kaikille sijoittajille. - Sijoittavat kantavat Liikkeeseenlaskijaa koskevan luottoriskin. - Velkakirjoilla ei ole luottoluokitusta. - Velkakirjoille ei välttämättä muodostu aktiivisia jälkimarkkinoita. - Koska Velkakirjoille on asetettu kiinteä korko, markkinakorkojen muutoksilla voi olla haitallinen vaikutus Velkakirjojen arvoon. - Velkakirjoihin liittyvät lait ja käytännöt voivat muuttua. - Sijoitusten laillisuutta koskevat säädökset saattavat rajoittaa joitakin sijoituksia. - Velkakirjat eivät anna äänioikeutta Liikkeeseenlaskijan yhtiökokouksissa. - Velkakirjat eivät rajoita Liikkeeseenlaskijan oikeutta sulautua, toteuttaa liiketoimintakauppoja tai muutoin toteuttaa merkittäviä transaktioita, joilla saattaa olla olennaisen haitallisia vaikutuksia Velkakirjoihin ja niiden

		<p>haltijoihin.</p> <ul style="list-style-type: none">- Outokumpu voi ottaa lisävelkaa ilman Velkakirjojen haltijoiden suostumusta.- Outokummun mahdollisella laajalla velkaantuneisuudella voi olla haitallinen vaikutus Liikkeeseenlaskijan kykyyn suoriutua Velkakirjojen mukaisista velvoitteistaan samoin kuin Velkakirjojen markkinahintaan ja arvoon.- Liikkeeseenlaskijalla voi olla velvollisuus lunastaa tai ostaa Velkakirjat ennen niiden erääntymistä.- Liikkeeseenlaskijalla on oikeus lunastaa tai ostaa Velkakirjat ennen niiden erääntymistä.- Liikkeeseenlaskija ei välttämättä kykene rahoittamaan Velkakirjojen takaisinostoa määräysvallan vaihtumisen yhteydessä.- Liikkeeseenlaskijalla ei ole velvollisuutta hyvittää Velkakirjoihin liittyviä ennakonpidätyksiä tai vastaavia.- Velkakirjoihin tehtävät muutokset sitovat kaikkia Velkakirjojen haltijoita.- Oikeus vastaanottaa maksuja Velkakirjojen perusteella lakkaa, mikäli niitä ei ole kolmen vuoden sisällä vaadittu.- Velkakirjoihin liittyvien järjestelyjen toteutuminen on riippuvainen Euroclear Finland Oy:n toiminnasta ja järjestelmästä.- Velkakirjojen haltijoiden oikeudet riippuvat Velkakirjojen haltijoiden edustajan ja Vakuusagentin toimista ja taloudellisesta asemasta ja kansallinen lainsäädäntö saattaa rajoittaa Vakuusagentin mahdollisuuksia Vakuuden realisointiin.- Asetettu vakuus ei välttämättä riitä kattamaan kaikkia vastuita ja vakuuden realisointi saattaa viivästyä tai vakuus voi olla realisointikelvoton.- Vakuuden realisointi toteutetaan velkojienvälistä etusijajärjestystä koskevan sopimuksen (Intercreditor Agreement) mukaisin menettelyin ja rajoituksin.- Selvitysmies ei välttämättä noudata velkojien välistä etusijajärjestystä koskevan sopimuksen (Intercreditor Agreement) mukaisia määräyksiä.- Velkojienvälistä etusijajärjestystä koskevaa sopimusta (Intercreditor Agreement) ja vakuussopimuksia saatetaan muuttaa ilman Velkakirjojen haltijoiden suostumusta.- Velkakirjat ja kaikki Takaukset ovat rakenteellisesti alisteisia sellaisten tytäryhtiöiden nykyisille ja tuleville velvoitteille, jotka eivät ole takaajia.- Takauksien ja Vakuuksien täytäntöönpanoa koskevat tietyt rajoitukset, ja Takauksia ja Vakuuksia saattaa rajoittaa soveltuva lainsäädäntö tai niitä voivat koskea tietyt suojamekanismit, jotka voivat rajoittaa niiden voimassaoloa ja täytäntöönpanoa.- Velkakirjojen, Takauksien tai Vakuuksien mukaisten oikeuksien täytäntöönpano tai realisointi useilla lainkäyttöalueilla saattaa osoittautua hankalaksi.- Vakuudet ja Takaukset voidaan vapauttaa tietyissä tilanteissa.- Oikeudet Vakuuksiin saattavat kärsiä Vakuuksien julkivarmistuksen epäonnistumisesta.- Tietyillä velvoitteilla on etusija Vakuuksien ja Takauksien täytäntöönpanosta saataviin varoihin sekä tietyissä sopimusrikkomustilanteissa maksuun.
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<i>Jakso E — Tarjous</i>		
E.2b	Syyt tarjoamiseen ja varojen käyttö, jos muu kuin voiton tavoittelu ja/tai tietyiltä riskeiltä suojautuminen	<p>Liikkeeseenlaskun kokonaisnettotuotot Yhtiölle sille maksettavaksi tulevien maksujen ja kulujen jälkeen tulevat olemaan noin [•] euroa. Outokummun liikkeeseenlaskusta saamat tuotot aiotaan käyttää konsernin olemassa olevien lainojen uudelleenrahoittamiseen ja pääasiallisesti Liikkeeseenlaskijan 2015 erääntyvien velkakirjojen lunastamiseen (niiden eräpäivänä ja/tai ennenaikaisesti).</p>
E.3	Tarjousehdot	<p>Liikkeeseenlaskija: Outokumpu Oyj, suomalainen julkinen osakeyhtiö</p> <p>Pääjärjestäjät: Nordea Pankki Suomi Oyj, Pohjola Pankki Oyj, Danske Bank A/S, Skandinaviska Enskilda Banken AB (publ) ja Swedbank AB (publ)</p> <p>Velkakirjojen haltijoiden edustaja: CorpNordic Finland Oy</p> <p>Vakuusagentti: The Law Debenture Trust Corporation Plc</p> <p>Lainan yhteenlaskettu nimellisarvo: [•] euroa.</p> <p>Liikkeeseenlaskupäivä: [•].2014</p> <p>Takaisinmaksupäivä: [•]</p> <p>Koronmaksupäivät: [•]</p> <p>Korko: Velkakirjoille maksetaan kiinteää vuotuista [] %:n korkoa, ja jos Velkakirjat eivät ole saaneet vähintään yhden kelpuutetun luottoluokituslaitoksen antamaa luottoluokitusta viimeistään [].3.2016, kiinteä vuotuinen korko on [].3.2016 lukien [] %. Velkakirjojen maksamattomalle osalle maksetaan korkoa puolivuositain alkaen [].3.2015 ja sen jälkeen joka syyskuu ja maaliskuu.</p> <p>Takaisinmaksu: [].</p> <p>Merkinnät: Minimimerkintä on 100 000 euroa ja arvo-osuuden yksikkökoko on 1 000 euroa.</p> <p>Varojen käyttötarkoitus: Konsernin olemassa olevien lainojen uudelleenrahoittaminen ja pääasiallisesti Liikkeeseenlaskijan 2015 erääntyvien velkakirjojen lunastaminen (niiden eräpäivänä ja/tai ennenaikaisesti).</p> <p>Status: Senior-statuksellinen, vakuudellinen, alistamaton, paitsi suhteessa niihin velvoitteisiin, joilla on etuoikeus pakottavan lain nojalla ja jotka ovat alla mainittuja Intercreditor-sopimuksen mukaisesti etuoikeutettuja velvoitteita.</p> <p>Intercreditor-sopimuksen mukaisesti Velkakirjoilla on yhdessä Liikkeeseenlaskijan eräiden muiden velkojen kanssa vakuutena takaukset (<i>Guarantees</i>) ja vakuudet (<i>Transaction Security</i>). Intercreditor-sopimuksen mukaan takauksista ja vakuuksista saatavat varat sekä tietyissä sopimusrikkomustilanteissa kaikki Intercreditor-sopimuksen kattamat saamiset ovat alisteisia Intercreditor-sopimuksen mukaiselle etuoikeusjärjestykselle, jonka mukaisesti tietyillä Vakuusagentin hyväksi olevilla velvoitteilla on parempi etuoikeus kuin Velkakirjoilla, ja parempi etuoikeus koskee myös tiettyjä vakuusvelkojen täytäntöönpanokustannuksia ja tiettyä Liquidity-fasiliteetin alaista velkaa. Liquidity-fasiliteetin alainen etuoikeutettu velka liittyy päivämäärällä [].2014 pelkästään [] euron määräisiin sitoumuksiin, joita ei ole nostettu tämän Esitteen päivämäärällä.</p> <p>Vakuudet: Velkakirjojen vakuutena on tämän esitteen päivänämääränä seuraavat vakuudet (vakuudet ovat ensisijaisia, ellei parempisijaista vakuusoikeutta ole mainittu):</p>

		<ul style="list-style-type: none">- seuraavien Outokummun konserniyhtiöiden osakkeita tai osakkuusoikeuksia koskevat pantit: Outokumpu Treasury Belgium NV, Orijärvi Oy, [Outokumpu EMEA Oy,] Outokumpu Stainless Oy, Outokumpu Stainless AB, Outokumpu Stainless Holdings Ltd., Outokumpu Stainless Holding GmbH, Outokumpu Nirosta GmbH, Outokumpu Americas, Inc., Outokumpu Stainless Ltd., Outokumpu Stainless USA, LLC, Outokumpu Holding Italia S.p.A. ja Outokumpu S.p.A.;- Outokumpu Stainless Oy:n Tornion toimipaikalla sijaitsevaan kiinteistö- ja kiinteään omaisuuteen kohdistuva pantti, johon kohdistuu 300 000 000 euron määrään saakka muille velkojille annettuja paremmalla etuoikeudella olevia kiinnityksiä;- Outokumpu Stainless AB:n Ruotsissa sijaitsevaan kiinteistö- ja kiinteään omaisuuteen kohdistuva pantti;- Outokumpu Chrome Oy:n Tornion toimipaikkaan liittyvä käyttöoikeuden ja kiinteän omaisuuden pantti;- Outokumpu Stainless USA, LLC:n Calvertin (Yhdysvallat) toimipaikkaan liittyvää kiinteistöä, kiinteää omaisuutta ja eräitä muita sovitutuja omaisuuseriä koskeva pantti; ja- Outokumpu Nirosta GmbH:n Saksassa olevaa omaisuutta koskeva kiinteistö- ja kiinteää omaisuutta koskeva pantti. <p>Takaukset: Velkakirjoilla on tämän esitteen päivänämääränä takaukset seuraavilta yhtiöiltä:</p> <ul style="list-style-type: none">- Outokumpu Oyj- [Outokumpu EMEA Oy (0823312-4), Suomi]- Outokumpu Stainless Oy (0823315-9), Suomi- Orijärvi Oy (0112281-9), Suomi- Outokumpu Stainless AB (556001-8748), Ruotsi- Outokumpu Treasury Belgium NV (892953690), Belgia- Outokumpu Stainless Holdings Ltd. (02721293), Englanti- Outokumpu Stainless Ltd. (02794127), Englanti- Outokumpu Holding Italia S.p.A. (13136550152), Italia- Outokumpu Stainless Holding GmbH (HRB 4114), Saksa- Outokumpu Nirosta GmbH (HRB 12511), Saksa- Outokumpu Americas, Inc. (5028835), USA (Delaware)- Outokumpu Stainless USA, LLC (4354408), USA (Delaware) <p>Intercreditor-sopimus: Velkakirjojen haltijoiden edustaja on Liikkeeseenlaskupäivänä liittynyt Velkakirjan haltijoiden puolesta Intercreditor-sopimukseen, joka koskee eräiden Liikkeeseenlaskijan velkojen suhteita, Liikkeeseenlaskijan ja sen tytäryhtiöiden vakuusvelkojien keskinäisiä etuoikeusasiaa sekä eräitä muita vakuusomaisuuden hallinnointiin liittyviä asioita.</p> <p>Intercreditor-sopimuksen mukaan Velkakirjojen (muiden velkojen ohessa) vakuudeksi annetut vakuudet ja takaukset suojaavat tasapuolisesti eri velkaluokkia kuitenkin siten, että tietyillä Vakuusagentin hyväksi olevilla velvoitteilla, tietyillä vakuusvelkojien täytäntöönpanokuluilla ja tietyillä Liquidity-fasiliteetin alaisella velalla on etuoikeus vakuuksista ja takauksista saataviin varoihin. Lisäksi Velkakirjojen ehdot ja Intercreditor-sopimus sallivat senior-velan määrän kasvattamisen tai velvoitteet, joiden vakuudeksi saavat tulla vakuuspaketti (<i>Transaction Security</i>) ja takaukset <i>pari passu</i> -suhteessa.</p> <p>Yllä mainittu etuoikeus soveltuu myös tietyissä sopimusrikkomustilanteessa kaikkiin Intercreditor-sopimuksen kattamiin saamisiin.</p> <p>Intercreditor-sopimuksen ehtojen mukaan vakuuksien ja takausten täytäntöönpanotilanteessa Velkakirjojen haltijat saavat täytäntöönpanosta saatuja varoja sekä tietyissä sopimusrikkomustilanteessa maksun saamiselleen vasta sen</p>
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		<p>jälkeen, kun tietyt Vakuusagentin hyväksi olevat velvoitteet, tietyt vakuusvelkojien täytäntöönpanokulut ja tietyt Liquidity-fasiliteetin alaiset velat on maksettu.</p> <p>Luottoluokitus: Ei luottoluokitusta.</p> <p>Kovenantit, ennenaikainen takaisinostovelvollisuus ja sopimusrikkomukset: lisävelkaantumisen, tytäryhtiötakausten, varojen myynnin, sulautumisten ja jakautumisten rajoitus, vakuudenannon rajoitus, liiketoiminnan jatkaminen, velvollisuus noudattaa lakia, lähipiirijärjestelyt, kaupankäynnin kohteeksi saattaminen, velvoitteet velkakirjanhaltijoiden asiameistä kohtaan, määräysvallan vaihtuminen, maksulaininlyönti, Velkakirjojen ja niihin liitännäisten sopimusten ehtojen rikkominen tai pätemättömyys, maksukyvyttömyys, ulosmittaus, ristiineräännyttäminen ja liiketoiminnan lakkaaminen.</p> <p>Ennenaikainen takaisinosto-oikeus: Ennen []3.2017 täyden korvauksen periaatteella ja sen jälkeen mutta vähemmän kuin 42 kuukautta liikkeeseenlaskupäivän jälkeen lunastushinnalla, joka on [] % nimellisarvosta, ja sen jälkeen mutta vähemmän kuin 54 kuukautta liikkeeseenlaskupäivän jälkeen lunastushinnalla, joka on [] % nimellisarvosta ja sen jälkeen lunastushinnalla, joka on [] % nimellisarvosta, aina kertyneine maksamattomine korkoineen.</p> <p>Listaaminen: Velkakirjat listataan Helsingin Pörssiin noin []2014.</p> <p>Selvitys: Velkakirjat lasketaan liikkeeseen arvo-osuuksina Euroclear Finland Oy:n OM-arvo-osuusjärjestelmässä. Euroclear Finland Oy:n rekisteröity osoite on Urho Kekkosen katu 5 C, 00100 Helsinki.</p> <p>Sovellettava laki: Suomen laki.</p> <p>Intercreditor-sopimukseen sovellettava laki: Englannin laki</p> <p>Vakuussopimukseen sovellettava laki: useita eri lakeja, tämän esitteen päivämäärällä Suomen, Ruotsin, Englannin, New Yorkin, Saksan, Italian ja Belgian lakeja.</p> <p>(Intercreditor-sopimuksen alla) annettuihin takauksiin sovellettava laki: Englannin laki.</p> <p>ISIN- koodi: [•].</p>
<p>E.4</p>	<p>Olellaiset intressit</p>	<p>Velkakirjojen haltijoiden edustajan ja vakuusagentin intressit: Finanssimarkkinoilla normaali liiketoiminnallinen intressi. Velkakirjan haltijoiden edustaja toimii myös Liikkeeseenlaskijan liikkeeseenlaskemien 2015 ja 2016 erääntyvien velkakirjojen haltijoiden edustajana. 2015 ja 2016 erääntyvät velkakirjat ovat Velkakirjojen kanssa tasa-arvoisia velvoitteita ja ne kuuluvat samojen vakuuksien ja takausten piiriin kuin Velkakirjat. Vakuusagentti toimii trusteeena, agenttina tai edustajana vakuuden suhteen, joka on vakuutena myös valtaosalle Outokummun muista veloista.</p> <p>Pääjärjestäjien intressit: Outokummun liikkeeseenlaskusta saamia tuottoja voidaan käyttää nykyisten velkojen uudelleenrahoittamiseen, mukaan lukien Pääjärjestäjien ja niiden kanssa samoihin konsolidointiryhmiin kuuluvien tahojen Yhtiölle tarjoamien tiettyjen lainojen uudelleenrahoittamiseen. Pääasiallisesti tuottoja on kuitenkin tarkoitus käyttää Liikkeeseenlaskijan 2015 erääntyvien velkakirjojen lunastamiseen (niiden eräpäivänä ja/tai ennenaikaisesti) [ja vain rajallinen määrä, jos sitäkään, Pääjärjestäjien ja/tai niiden kanssa samoihin konsolidointiryhmiin kuuluvien tahojen Yhtiölle tarjoamien tiettyjen lainojen uudelleenrahoittamiseen]. Pääjärjestäjät ja/tai niiden kanssa samoihin konsolidointiryhmiin kuuluvat tahot ovat 500.000.000 euron määräisen likviditeettilimiitin lainanantajia. Kyseinen limiitti on tämän esitteen päivämääränä nostamattomana ja sen käytettävissä olevaa määrää [on</p>

		<p>alennettu / tullaan alentamaan] Velkakirjojen liikkeeseenlaskusta saatavien nettotuottojen määrällä.</p> <p>Pääjärjestäjillä ja niiden kanssa samoihin konsolidointiryhmiin kuuluvilla tahoilla voi koska hyvänsä olla lyhyitä tai pitkäaikaisia sijoituksia Liikkeeseenlaskijan velka- ja pääomainstrumentteihin, mukaan lukien 2015 erääntyviin velkakirjoihin ja voivat käydä kauppaa tai tehdä muita järjestelyjä niillä omaan tai asiakkaidensa lukuun.</p>
E.7	Arvioidut kustannukset, jotka veloitetaan sijoittajalta	<p>Ei sovelleta. Yhtiö tai Pääjärjestäjät eivät veloita kustannuksia sijoittajilta.</p>

RISK FACTORS

Investors considering investment in the Notes should carefully review the information contained in this Prospectus and, in particular, the risk factors described below and in the stock exchange releases to be published by the Issuer after the Listing. Factors possibly affecting the investment decision are also discussed elsewhere in this Prospectus. Should one or more of the risks described herein, or any other risk, materialise, it may have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. The following description is a summary of certain risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes or that are material in order to assess the market risk associated with the Notes. This description is based on the information known and assessed at the time of preparing this Prospectus, and, therefore, the description of the risk factors is not necessarily exhaustive. The risks involved in an investment in the Notes are not limited to those identified below and the sequence in which the following risk factors are listed is not an indication of their likelihood to occur or of the extent of their commercial consequences. All investors should make their own evaluations of the risks associated with an investment in the Notes and consult with their own professional advisers if they consider it necessary.

The capitalised words and expressions in this section shall have the meanings defined in "Terms and Conditions of the Notes" and in section "Certain Defined Terms."

Risks Relating to Outokumpu and the Stainless Steel Industry

The global stainless steel industry is characterized by strong competition

The stainless steel industry is characterized by high levels of production capacity. More recently, the significance of newer producers located in China, South Korea and Taiwan has increased since they are generally able to produce stainless steel at a lower cost level than producers in Europe and North America. This development has led to intensified competition, which has resulted in, and could continue to cause, a change in international trade flows and increase Asian imports to Europe. This could lead to significant downward price pressure by declining margins and reductions in Outokumpu's sales. For example, emerging stainless steel capacity in China has eliminated China as a significant export market, intensified competition in other geographical markets, including Europe, and contributed to overcapacity, which has had, and may continue to have, a significant effect on stainless steel base prices in Europe. These same competitive factors have also impacted the prices of specialty stainless products, which generally tend to follow the prices of standard stainless steel products.

In Asia, the significant new capacity has resulted in a fragmented market where there are more than 50 manufacturers. Local producers mostly focus on lower margin standard products and it is difficult to gain market share in that market. The Chinese market has many participants; therefore, the individual market shares are smaller. Many competitors in the Chinese market have a fully-integrated production chain from melting to cold rolling. Outokumpu's majority owned joint venture in China, Shanghai Krupp Stainless Co., Ltd. ("SKS"), currently has an efficient supply chain purchasing hot rolled steel mainly from local suppliers with competitive terms. While SKS is currently able to compete in the Chinese market, there can be no certainty that SKS as a stand-alone cold rolling facility without upstream integration will be able to efficiently compete in the future. Outokumpu has focused on higher margin products in Asia and there can be no certainty that other competitors will not change their focus into higher margin products as the market for lower margin products matures. Such change could intensify the competition in higher margin products, which could result in lower margins for Outokumpu. Accordingly, there can be no assurance that Outokumpu will continue to be able to successfully compete in Asia.

Outokumpu may be adversely affected by, among other things, increases in competitors' production capacity; lower sales prices; increased imports entering Outokumpu's home markets and the development of new production technologies, products and customer offerings. If Outokumpu is unable to meet customer demands, or is unable to develop new and profitable products, it could lose market share and competitive position. As Outokumpu is unable to influence cyclical market trends and metal prices, its competitiveness and long-term profitability are, to a significant degree, dependent upon its ability to maximize capacity utilization and maintain low-cost and efficient production relative to its competitors and to build its position in less competitive, higher value-added markets, such as specialty stainless steel products or through product innovation. In addition, certain

of Outokumpu's competitors have lower production cost positions and more extensive financial resources than Outokumpu, which may inhibit Outokumpu from competing effectively and result in the erosion of its market share. Any intensification of the competition Outokumpu faces could lead to a decline in sales and/or an increase in costs, which could have a material adverse effect on Outokumpu's business, financial condition and results of operations. See "*Industry and Market Overview*."

Low capacity utilization levels caused by increasing overcapacity and oversupply in the global stainless steel market or other factors affecting stainless steel demand have had, and may continue to have, a material adverse effect on Outokumpu's business, financial condition and results of operations

In recent years, stainless steel production capacity in Asia, particularly in China, has increased significantly and is expected to increase further. Asia has transitioned from being a net importer of European stainless steel to being a significant exporter of stainless steel to Europe. Rapid growth in Chinese stainless steel production capacity combined with low growth in European stainless steel consumption and decreasing exports from Europe to formerly undersupplied Asian markets has exacerbated the overcapacity in Europe and limited growth opportunities for European stainless steel producers, particularly in standard stainless steel grades. Overcapacity has reduced prices in the European stainless steel market and the production capacity utilization rates of European stainless steel producers have decreased. Increased stainless steel production capacity in Asia, especially increased melting capacity, has reduced demand for European semi-finished products to negligible levels.

The production of stainless steel is capital intensive and producers generally seek to maintain high capacity utilization rates to improve their profitability. Capacity utilization is primarily affected by the total available production capacity and stainless steel demand, with overcapacity arising when the total stainless steel production capacity exceeds stainless steel demand. In addition, overcapacity can arise if there is a long-term decrease in the demand for specific products. Although production can be shifted relatively quickly from one grade of stainless steel to another since the same melting and rolling equipment is used, specialization and the need to plan production in advance in order to optimize production runs can interfere with a producer's ability to adjust rapidly to changes in demand. Accordingly, stainless steel producers, including Outokumpu, may not be able to adjust and reallocate production capacity in response to changes in demand for a particular stainless steel product or grade.

Continued or increased capacity underutilization, whether due to increased production capacity, decreased demand or both, could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. In addition, oversupply could adversely affect market prices.

Protracted low stainless steel prices and price volatility have had and could continue to have a material adverse effect on Outokumpu's business, financial condition and results of operations

Stainless steel prices are volatile, reflecting the cyclical nature of the global stainless steel market. Low stainless steel prices have an adverse effect on stainless steel producers due to lower revenues and margins as well as potential inventory write-downs (inventories are stated at the lower of cost and net realizable value ("NRV")). In 2011 and 2012, global stainless steel prices that decreased sharply in response to the financial crisis towards the end of 2008 continued to be low due to the global economic uncertainty. Transaction prices in Europe, the United States and China decreased further in 2013 and remained significantly below the 2012 levels. Asian overcapacity resulted in Asian materials being imported into the European market during the past few years. Asian producers have certain cost advantages resulting from high investments by Asian mills in new state-of-the-art facilities with high production capacities, economies of scale and partially from cost advantages from using alternative raw materials, such as nickel pig iron and UG2, a by-product of the platinum production process used in South Africa that has a chromium content comparable to chromium ore and can be used to produce ferrochrome to a limited degree. Due to fluctuations in stainless steel prices, the expected selling price of stainless steel may at times deviate significantly from the original book value of material in inventory, which could result in inventory write-downs and thus have an adverse effect on profitability. For additional information on Outokumpu's risks associated with raw materials prices, see "*—Volatility in the supply and prices of, or Outokumpu's inability to procure, raw materials and supplies could have a material adverse effect on Outokumpu's business, financial condition and results of operations*" below.

Historically, significant price decreases during periods of economic weakness have not been balanced by commensurate price increases during periods of economic recovery. This has also been the case during the recent cycle. Accordingly, the timing and extent of the recovery and any potential return to previous price levels remains uncertain. A sustained price recovery will likely require a broad economic recovery in order to underpin an increase in real demand for stainless steel products by end users as well as management of production overcapacity. In addition to macroeconomic trends, stainless steel prices are sensitive to business cycles, particularly in the stainless steel end user industries. Protracted low stainless steel prices could have a material adverse effect on Outokumpu's revenues and profitability, including the effect of potential further inventory write-downs.

Failure to successfully implement the Turnaround Plan could result in an event of default under Outokumpu's financing arrangements and, ultimately, the insolvency or liquidation of Outokumpu

Outokumpu's future development will depend on the successful implementation of Outokumpu's plan aimed at returning Outokumpu to sustainable profitability with the objective to create shareholder value as a leading stainless steel producer, including, among other things the synergy benefits from the ongoing integration of Inoxum into Outokumpu, the P150 cost reduction program, the P300 working capital reduction program and the EMEA restructuring (the "**Turnaround Plan**"). Outokumpu's ability to successfully implement its Turnaround Plan is subject to a number of factors, including, but not limited to, Outokumpu's ability to:

- achieve estimated cost synergy benefits of EUR 200 million as compared to the 2012 level from the Inoxum Acquisition in 2017;
- achieve currently estimated cost reduction of EUR 170 million as compared to the 2012 level in the context of the P150 cost reduction program in 2014;
- release of cash through improving the efficiency of its net working capital of continuing operations by at least EUR 300 million as compared to the 2012 level in the context of the P300 working capital reduction program by the end of 2014;
- implement the EMEA restructuring in order to achieve additional cost savings of EUR 100 million for its operations in Europe in 2017;
- increase production and sales in the Americas as the Calvert production facility is ramped up to full commercial capacity; and
- improve overall profitability and enhance operational efficiency.

Outokumpu's current expectations regarding the impact and timing of these measures are based on a number of assumptions and expectations that are subject to various risks and uncertainties. In the event that the measures are not sufficient to achieve the targeted turnaround, Outokumpu's results of operations will be materially and adversely affected and it may not be able to comply with the financial covenants based on gearing and liquidity levels and other conditions set forth in its financing agreements in the medium term. If Outokumpu is unable to comply with conditions set forth in its financing agreements, this would result in an event of default, which could cause a significant proportion of Outokumpu's borrowings to become repayable on demand, unless waived by the lenders or refinanced. There can be no assurance that Outokumpu would be able to obtain a waiver of such conditions from lenders or to refinance the relevant borrowings on terms that are acceptable to it, or at all. A default would permit the creditors of such borrowings to accelerate their maturity and enforce the Transaction Security. This could result in forced sale of material subsidiary companies and business assets of Outokumpu, and could cause defaults under Outokumpu's other debt obligations, and as a result, ultimately result in the insolvency or the liquidation of Outokumpu.

Outokumpu may not be able to realize some of the anticipated benefits of the Inoxum Acquisition, or it may not be successful in continuing to integrate Inoxum into Outokumpu in the manner or within the timeframe currently anticipated

Outokumpu targets that the Inoxum Acquisition and the ongoing integration of Inoxum into Outokumpu will create synergy benefits of EUR 200 million in 2014. In the second quarter of 2014, additional synergy savings of EUR 29 million were achieved, leading to total cumulative synergy savings of EUR 147 million since the beginning of 2013. The majority of the synergy benefits have been achieved from raw material procurement, primarily from recycled stainless steel procurement. The Krefeld melt shop closure and headcount reductions also contributed to the overall savings achieved in 2013.

The process of integrating Inoxum into Outokumpu continues and involves a number of risks and uncertainties, and there can be no assurance that Outokumpu will be able to integrate the two businesses in the manner or within the timeframe currently anticipated. Although Outokumpu applies a rigorous process for monitoring cost synergy benefits, measuring such benefits includes uncertainties, and therefore there can be no assurance that the achieved savings reported as cost synergy benefits do not include impacts that are not driven by Outokumpu's actions. Furthermore, there can be no assurance that adverse developments in general economic conditions will not limit, eliminate or delay Outokumpu's ability to realize anticipated benefits, which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu may not be able to realize the anticipated benefits from its cost reduction and efficiency improvement measures

Outokumpu has taken a number of measures to reduce its costs and improve its operating efficiencies. While many of these measures have already generated savings and operational efficiencies, Outokumpu may not be able to realize the full intended benefits of these measures or any additional initiatives that it may take in the future. In addition, these measures are based on current conditions and do not take into account factors that may result from changes in the industry or Outokumpu's operations. The benefits achieved by Outokumpu may also prove to be temporary in nature and changes in general market or industry conditions, including competitive trends, may result in some or all of the benefits being reversed in the future. For example, the P300 working capital reduction program has focused on improving the efficiency of Outokumpu's net working capital of continuing operations through, among other things, active inventory, accounts receivable and accounts payable management. There can be no certainty that Outokumpu would be able to continue to apply same policies in its working capital management should the market demand and delivery volumes increase significantly, which could require additional working capital to increase inventories. Any failure of Outokumpu to successfully implement these or additional future cost reduction, efficiency or other measures, or any delay, could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The ongoing restructuring of Outokumpu's operations in EMEA may not be completed in a manner and within the timeframe currently expected

On October 1, 2013, Outokumpu announced plans for further structural changes in its European operations aimed at improving financial performance and efficiency. See "*Information about the Issuer—Investments, Divestments and Other Recent Events—EMEA Restructuring Plan Goes Ahead*". One of the main targets of the EMEA restructuring is to improve capacity utilization in Europe through the concentration of melting activities in the Tornio and Avesta production facilities and the reduction of cold rolling capacity in Germany by 300,000 to 350,000 tonnes through the transfer of its cold rolling production in Benrath to Outokumpu's Krefeld production facility and the closure of the Benrath production facility as well as the closure of Bochum meltshop in 2015. Following the Bochum melt shop closure, melting will be transferred to Tornio and Avesta and cold rolling in Germany will be concentrated in Krefeld and Dillenburg. Part of the Benrath production facility's capacity will be transferred to Krefeld, the Benrath production facility will be closed and the total cold rolling capacity will be reduced. The actual timing and benefits from the EMEA restructuring and the related costs may differ from Outokumpu's current estimates as it continues to finalize its plans and identify savings measures with regard to overall targets of the EMEA restructuring.

Outokumpu could experience problems in executing these product and capacity changes that could delay the implementation of the EMEA restructuring and postpone the realization of the estimated savings. Such difficulties may arise from any delay in the start and progress of the Bochum melt shop ramp down, which is expected to take approximately one year to implement. Outokumpu could also experience technical and resource related issues when transferring production between locations as capable senior personnel are required to successfully execute the ramp up of new product types. Focus on the EMEA restructuring and changes in service centers and production set up may also divert attention from customers' needs, which could result in loss of market share.

Outokumpu has recorded provisions of EUR 72 million in respect of its ongoing and certain earlier restructuring and efficiency measures in its audited consolidated statement of financial position as at December 31, 2013 and estimates that the total one-off cash costs related to its synergy, cost saving and other efficiency measures will be approximately EUR 170 million in the aggregate. However, there can be no assurance that additional costs will not arise in connection with the EMEA restructuring or other synergy, cost saving or other efficiency measures, which could result in the provisions and total one-off cash cost estimates being insufficient and have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

In addition, following the EMEA restructuring, Outokumpu will increasingly rely on the Tornio production facility, which will be required to operate at higher capacity levels than before. Accordingly, any accidents or other interruptions or delays that affect production at the Tornio production facility or the delivery of materials to Tornio or Outokumpu's German cold rolling facilities could result in significant losses for Outokumpu. Such stoppages or delays may also result from the required utilization ramp-up at the Tornio facility as the facility has not been operated at contemplated utilization rates for longer periods of time. Any delays in customer deliveries during the EMEA restructuring could harm Outokumpu's reputation and, if repeated, could have a material adverse effect on Outokumpu's competitive position in Europe.

Outokumpu may not be able to ramp up its production and increase delivery volumes in the Americas as currently expected

Outokumpu has made significant investments in its Calvert stainless steel production facility in the United States. The construction of the facility started in 2007 and was largely completed in 2012. Outokumpu has faced delays in ramping up its production in Calvert. The delays have primarily been caused by problems related to the reliability of the equipment, processes and the quality of the end product. Furthermore, due to the requirement of the European Commission, Outokumpu was required to source significant pre-agreed volumes of hot rolled stainless steel for its operations in the United States and Mexico from Terni in Italy and was unable to adjust these volumes. This adversely affected the ramp-up of the Calvert melt shop and resulted in a delay in achieving ramp-up benefits at Calvert. In addition, the continued deliveries from Terni resulted in high inventory levels at Calvert, and Outokumpu recorded further losses due to the decline in the price of nickel in 2013.

Outokumpu currently expects the Calvert production facility to complete technical ramp-up in 2014 and to achieve its full commercial capacity in 2016. However, there can be no assurance that the ramp-up will reach the targeted production capacities as currently expected. Any major failure of equipment during the ramp-up could delay the ramp up significantly and result in additional costs that could be material. Similarly, any issues with the quality of different types of end products could delay the ramp-up. The failure to successfully ramp-up production in Calvert would delay the implementation of Outokumpu's turnaround strategy in the Americas, and the Stainless Americas business area may not be able to achieve profitability as currently anticipated by Outokumpu, or it may not be able to achieve profitability at all. Even if Outokumpu is able to successfully ramp-up Calvert to the full commercial capacity, there can be no certainty that it will be able to increase delivery volumes and market share in the Americas as currently expected. The added production capacity in the market may lead to price erosion and weaker than anticipated demand for products produced at the Calvert production facility or additional capacity investments by competitors resulting in lower utilization of Calvert's production capacity than anticipated, any of which could have a material adverse effect on profitability. Outokumpu's ability to grow its business in the Americas could also be affected by slower than estimated growth in demand in the region. Accordingly, the expected return on the Calvert investment may be significantly lower than estimated by Outokumpu and any delays or problems in the technical or commercial ramp-up of the Calvert production facility would have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Part of the savings related to raw material purchases could also benefit Outokumpu's competitors in Europe and, therefore, not improve Outokumpu's competitive position with full effect, or at all

As part of the synergy benefits from the ongoing integration of Inxum into Outokumpu and the P150 cost reduction program, Outokumpu has been able to negotiate higher discounts for its raw material purchases. Outokumpu achieved EUR 199 million of cost savings in 2013, of which approximately 55 percent were related

to procurement, in which reductions in raw material costs through higher discounts (primarily on recycled stainless steel) was the main source of savings. The relative share of raw material cost savings in relation to total savings is expected to decrease for 2015 and 2016. While discounts on raw materials benefit Outokumpu, there can be no assurance that similar discounts will not be available to Outokumpu's competitors. Therefore, discounts on raw materials may not improve Outokumpu's competitive position as much as Outokumpu currently anticipates.

The Divestment is subject to a number of risks that, if materialized, would have a material adverse effect on Outokumpu's business, financial condition and results of operations

Divestments are inherently subject to certain risks, including risks relating to potential indemnity claims or claims for adjustment of the purchase price. Although the Terni Remedy Assets and the VDM Business were owned by Outokumpu for a limited period, Outokumpu may face claims based on the divested operations following the completion of the Divestment. Such claims could result in additional costs and liabilities for Outokumpu. In the Framework Agreement, Outokumpu provided certain warranties and undertakings to ThyssenKrupp. These include customary warranties on ownership, status and financial condition of the divested companies and a warranty covering damages or liabilities resulting from environmental matters or breach of any applicable laws in relation to bribery, corruption or competition during the time Outokumpu owned the Terni Remedy Assets and the VDM Business. The maximum aggregate liability of Outokumpu for breach of warranties included in the Framework Agreement is EUR 100 million and any loss, damage or liability may not be recovered to the extent attributable to any event or circumstance occurred or deemed to have occurred before the completion of the Inoxum Acquisition on December 28, 2012. Should any claims arise in relation to the Divestment that the parties are not able to agree and settle, this could result in legal proceedings, which could be lengthy, expensive and divert management attention from daily operations.

A significant portion of Outokumpu's financing will mature in 2017 and there can be no certainty that additional financing will be available to Outokumpu before such time on commercially reasonable terms and costs, or at all

As per June 30, 2014, approximately EUR 1.0 billion of Outokumpu's indebtedness will mature in February 2017. Outokumpu anticipates that it will refinance most of this indebtedness before it matures, but there can be no assurance that Outokumpu will be able to do so on commercially reasonable terms and costs, or at all. In addition, adverse developments in the credit markets or other future adverse developments, such as further deterioration of the overall financial markets or worsening of general economic conditions or adverse developments in Outokumpu's operating results and factors that affect such results, could affect Outokumpu's ability to borrow additional funds as well as the cost and other terms of funding. The occurrence of any of the foregoing could adversely affect Outokumpu's liquidity and working capital in the medium term. The failure to obtain sufficient funding for operations or the increased costs or unfavorable terms of the required additional financing could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

A significant portion of Outokumpu's financing is secured, which could affect the availability and terms of financing available to Outokumpu in the future

A significant portion of Outokumpu's indebtedness is secured by the Transaction Security. This is likely to limit Outokumpu's ability to obtain unsecured financing as long as any secured debt is outstanding. For example, Outokumpu has utilized commercial paper programs to manage its short-term liquidity needs and expects to continue to do so in the near to medium term; however, there can be no certainty that it will be able to continue to obtain such financing on the same or similar terms as in the past. Although the Intercreditor Agreement entered into in connection with the granting of the Transaction Security and the various financing arrangements do not prohibit Outokumpu from incurring secured indebtedness in the future, they do contain certain restrictions with respect to the types and/or amount of secured indebtedness that Outokumpu may incur in the future, which may limit Outokumpu's ability to raise additional financing on commercially acceptable terms or at all, and as a result, have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu's high level of indebtedness could limit its operational flexibility

Outokumpu has a high level of indebtedness, which requires Outokumpu to dedicate a substantial portion of its cash flow to make payments on indebtedness. Outokumpu's high level of indebtedness also increases Outokumpu's vulnerability to adverse general economic and industry conditions and limits Outokumpu's flexibility to plan for or react to changes in the stainless steel market. This could place Outokumpu at a competitive disadvantage as compared to less leveraged competitors and competitors that have more favorable access to capital resources. Outokumpu may also be required to accept less attractive terms from its suppliers due to its strained financial condition, which would increase its costs and have an adverse effect on its profitability. As described in "Industry and market overview – Stainless Steel Market", the stainless steel industry is affected by global economic conditions and the prevailing macroeconomic uncertainty continues to have a material adverse effect on demand for stainless steel.

As Outokumpu's sales are mainly derived from Europe, the continuation of any economic instability in the region could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

In addition, any deterioration of economic conditions in other regions in which Outokumpu has significant operations (such as North America and Asia), or weakening of economic conditions in emerging economies that are substantial consumers of stainless steel (such as Brazil, India and China as well as certain other emerging countries), could result in a prolonged period of slower growth, which could have a material adverse effect on Outokumpu's business, financial condition and results of operations. In particular, any significant deterioration of economic condition in North America would have an impact on the commercial ramp-up of the Calvert integrated stainless steel production facility, which could delay or prevent the improvement in the profitability of the Stainless Americas business area currently expected by Outokumpu.

Furthermore, continued financial weakness of significant consumers of stainless steel products, such as those in the process industries, or the bankruptcy of any large company in such industries, would exacerbate the negative trend in market conditions. In addition, Outokumpu's products are used by end users in certain other important industries and as a result, Outokumpu is significantly affected by developments in these industries. For instance, stainless steel is used in the automotive, metals processing, construction, white goods, chemical, petrochemical and energy industries. Some of these end user industries, such as the automotive and construction industries, are highly cyclical and as a result, the demand for Outokumpu's products may vary significantly.

Volatility in the supply and prices of, or Outokumpu's inability to procure, raw materials and supplies could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Stainless steel and ferrochrome production requires consumption of substantial amounts of raw materials (primarily nickel, recycled stainless steel, ferrochrome, chromite, molybdenum and recycled carbon steel) and other supplies. Most of these raw materials and supplies are subject to price volatility due to fluctuating demand, speculation and scarcity, which may, from time to time, be compounded by decreases in extraction and production due to natural disasters, political or financial instability or unrest.

Outokumpu is exposed to price volatility of raw materials and supplies, which it purchases primarily under short- or long-term contracts, but also on the spot market. Increases in the prices of certain raw materials, such as nickel, ferrochrome, molybdenum and iron, are generally passed on to customers through the alloy surcharge as discussed below. Outokumpu hedges most of its exposure to changing nickel prices and, partially, molybdenum prices. However, Outokumpu does not hedge its exposure to the price volatility of certain other raw materials, such as iron. There can be no assurance that any commodity hedging policies adopted by Outokumpu are or will be effective.

Outokumpu may not be able to pass on all of its raw material costs to customers. Prices for stainless steel products sold in Europe and the United States generally include two components:

the "base price," which is negotiated with customers and depends mainly on market supply and demand; and

the “alloy surcharge,” which is added by producers in order to allow the costs of alloys, such as nickel, chromium, iron and molybdenum, to be directly passed on to customers when they exceed a predetermined amount.

Although the alloy surcharge is intended to allow stainless steel producers to pass on the costs of raw materials to customers, it does not eliminate Outokumpu’s exposure to raw materials price volatility. The alloy surcharge generally applied in the industry provide that the surcharge for a given month is typically published at the end of the prior month and is typically based on alloy prices during the month prior to the publication of the alloy surcharge (the “**Reference Period**”). As the throughput times in stainless steel production are longer than the time period used to calculate the alloy surcharge, raw materials are often purchased before the Reference Period; therefore, Outokumpu may not be able to pass on all of its raw materials costs to customers if there is a decrease in raw materials prices between the date when the raw materials are purchased and the Reference Period. This could have a material adverse effect on Outokumpu’s profitability. In addition, a significant part of the future prices for the products to be sold is estimated at each balance sheet date. Estimated NRVs of inventories may deviate significantly from the original book value of the inventories, which can result in inventory write-downs. A significant portion of Outokumpu’s net working capital consist of value related to alloying metals in stainless steel; therefore, an increase in the metal prices would lead to higher amount of net working capital and increase funding requirements. Accordingly, fluctuations in raw materials prices could have a material adverse effect on Outokumpu’s business, financial condition, results of operations and future prospects and, thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Since January 1, 2014, Outokumpu has applied a daily alloy surcharge instead of the previous monthly model for certain customers in Europe. In this model, Outokumpu communicates the alloy surcharges on a daily basis for its customers on its website. Customers can decide whether to fix the alloy surcharge on the order date or on any other date between the order and mid-week prior to the delivery week. Outokumpu believes that the daily alloy surcharge system decreases its exposure to volatility in raw material prices because Outokumpu can more quickly reflect changes in raw material prices in the pricing of its products and it makes hedging of raw materials positions easier. However, the daily alloy surcharge does not eliminate Outokumpu’s exposure to volatility in raw materials prices and certain customers may prefer the pricing model based on the Reference Period, which allows them to attempt to benefit from market price changes when timing their purchases, which may cause customers, distributors in particular, to use competitive producers. Accordingly, Outokumpu may not be able to derive all the anticipated benefits from the introduction of the daily alloy surcharge method.

In addition, Outokumpu may be unable to procure certain necessary raw materials on a timely basis, on acceptable price and other terms, or at all. For certain raw materials, such as recycled stainless steel, Outokumpu has relied on a small number of suppliers. Although there are alternative suppliers on the market for each of Outokumpu’s raw materials, replacing a supplier may be time consuming and the terms available may not be as favorable as the terms in current supply agreements. In addition, some of Outokumpu’s raw materials suppliers have significant pricing power. Further, Outokumpu may be forced to purchase products from other suppliers for various reasons, including if a supply contract is not extended, if a supplier is not able to meet its delivery obligations (including due to export, import or other restrictions for certain raw materials), or if a supplier faces financial or operational difficulties or disruptions. For example, the recent crisis between Russia and Ukraine may continue to result in further trade sanctions or similar actions against Russia, which could have an adverse impact on Outokumpu’s ability to source certain raw materials from Russia, such as metallurgical coke, as it has done in the past. If Outokumpu is unable to obtain adequate and punctual deliveries of required raw materials at acceptable prices, it may be unable to manufacture sufficient quantities of products in a timely or profitable manner (especially those products that require long lead times or which involve complex manufacturing processes), which could harm its reputation and cause it to lose customers, incur additional costs or delay new product introductions.

Any prolonged interruption in the supply of raw materials, or increases in raw materials costs that cannot be passed on to customers, could have a material adverse effect on Outokumpu’s business, financial condition, results of operations and future prospects and, thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The stocking and destocking of stainless steel products by distributors could affect the price that Outokumpu is able to charge for its products

Outokumpu's customers include distributors and processors that stock and reprocess stainless steel to serve end users. Stainless steel distributors typically make purchasing decisions based on expectations regarding raw materials price trends and stainless steel demand. When raw material prices or demand for stainless steel products are expected to increase, distributors and processors tend to increase their purchases with the goal of reselling such products at a higher price in the future. When distributors reduce their inventories, generally in response to expected decreases in raw materials prices or stainless steel demand, it sets downward pressure on the base price that stainless steel producers are able to charge for products. Conversely, during periods when distributors restock stainless steel inventories, base prices tend to increase to reflect the increase in demand. The purchasing decisions of distributors could have a material adverse effect on Outokumpu's business, financial condition and results of operations.

In addition, demand volatility makes it difficult for a stainless steel producer to optimize production capacity. For instance, during periods of destocking by distributors, stainless steel producers may decide to reduce production in an attempt to counter the decline in demand and base prices. However, such reductions in capacity utilization also decrease profitability; therefore, there can be no assurance that such reductions would mitigate the adverse effects of destocking by distributors. Increases in costs per unit and resulting declines in competitiveness as a result of demand volatility could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu may not be able to purchase recycled stainless steel on favorable terms in the future, which could have a material adverse effect on its profitability

Recycled stainless steel is an important raw material for Outokumpu, representing 34 percent of total raw material use by volume in 2013. Outokumpu has increased the use of recycled stainless steel in its production in recent years and, due to the scale of its operations and purchase volumes, has been able to purchase recycled stainless steel at a cost that has allowed it to better compete against Asian imports and obtain better margins for its products. However, there can be no certainty that Outokumpu will continue to have access to low cost recycled stainless steel in the future. The market for recycled stainless steel may change due to a number of factors, including Asian producers starting to use it as a raw material should the price of recycled stainless steel decrease to a level where it is comparable to nickel pig iron used by Asian producers or should the production costs of nickel pig iron rise significantly to a comparable level as of recycled stainless steel due to shortage of nickel ores exported from Indonesia following the imposition of an export ban in the beginning of 2014. Any significant change in access to or cost of recycled stainless steel would have a material adverse effect on Outokumpu's profitability.

Outokumpu's inability to fully utilize the increased capacity of its ferrochrome production or lack of global demand for ferrochrome could have a material adverse effect on Outokumpu's business, financial condition and results of operations

As global demand for stainless steel is forecasted to increase in the long term, Outokumpu expects that global demand for ferrochrome, a key raw material for stainless steel production, will increase accordingly. Outokumpu produces ferrochrome at its Tornio ferrochrome production facility using chromite extracted from its Kemi chromite mine. For the year ended December 31, 2013, Outokumpu produced 434,000 tonnes of ferrochrome, of which 55 percent was used by Outokumpu to produce stainless steel and 45 percent was sold on the global market. Outokumpu's approximately EUR 410 million investment program to double its annual ferrochrome production capacity to 530,000 tonnes as well as increase the production capacity of its Kemi chromite mine was finalized in the fourth quarter of 2012. The operations are scheduled to be ramped up to full technical production capacity in 2015. While Outokumpu believes that the share of internally used ferrochrome will increase in the future (e.g., due to Calvert melt shop starting to use ferrochrome produced in Tornio) decreasing the overall costs of Outokumpu, there can be no certainty that Outokumpu will be able to fully utilize its increased production of ferrochrome internally and, therefore, decrease its raw material costs. If Outokumpu is not able to fully utilize its increased production of ferrochrome internally, there can be no assurance that additional global supply of ferrochrome, either from Outokumpu's increased production or from increased or new production by third parties, will not adversely affect ferrochrome prices.

Outokumpu aims to maintain a high utilization rate at its ferrochrome production facility by consuming a significant amount of ferrochrome internally and also by selling certain volumes on the global market. Global supplies of ferrochrome currently exceed demand, which has adversely affected ferrochrome prices and, therefore, Outokumpu's profit margin on global ferrochrome sales has decreased in recent years. There can be no assurance that the oversupply of ferrochrome in the market and resulting reduced ferrochrome prices will not continue or intensify in the future. In addition, there can be no assurance that Outokumpu's increased ferrochrome production capacity can be fully utilized or that the additional production can be sold to the global market due to fluctuations in ferrochrome prices and demand, or that supply will not continue to exceed demand in the global ferrochrome market, any of which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

The stainless steel industry is characterized by significant capital expenditure in the expansion of production and maintenance of existing production facilities and there can be no assurance that the planned investments will be carried out, targets set for these investments will be realized or that Outokumpu's actual capital expenditure will be within its targets

In recent years, Outokumpu has undertaken significant investments in order to expand and upgrade its production facilities and improve its competitive position. Such investments include the expansion of the Tornio ferrochrome production facility and Kemi chromite mine and the construction of the new Calvert integrated stainless steel production facility in the United States. There can be no assurance that these projects, and any future projects, will reach the targeted production capacities as planned.

Outokumpu has set a target for its 2014 capital expenditure to be below EUR 160 million. Outokumpu's capital expenditure for continuing operations was EUR 183 million for the year ended December 31, 2013. There can be no certainty that Outokumpu will be able to maintain its capital expenditure at or below its target levels because of unanticipated expenditure increases or otherwise. Reduced levels of capital expenditure could also result in deterioration in the quality of Outokumpu's production operations, which could result in higher maintenance and replacement costs in the long-term. In addition, postponed capital expenditure could subject Outokumpu's production facilities to a higher risk of accidents and could result in Outokumpu losing its relative competitive advantage and reduce the value of the facilities. Therefore, long periods of reduced capital expenditure levels could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu may not benefit from competitive prices for and reliable access to energy required for the production of stainless steel products and ferrochrome

The production of stainless steel products and ferrochrome requires significant amounts of energy, particularly electricity and, to a lesser extent, propane, natural gas and light fuel oil. Energy costs represent a substantial portion of Outokumpu's total cost of sales and energy prices have historically varied, and may continue to vary significantly, as a result of political and economic factors beyond Outokumpu's control. For example, the European Climate and Energy Package (the "CEP") has a significant impact on the electricity markets in Europe, and, therefore, also affects Outokumpu's business. The CEP is a set of binding legislation, which aims to ensure that the EU meets its climate and energy targets for 2020, including, for example, a 20 percent improvement in the EU's energy efficiency through the Energy Efficiency Plan 2011 adopted by the European Commission and the Directive 2012/27/EU of the European Parliament and of the Council of October 25, 2012 on energy efficiency (the "Energy Efficiency Directive"). Outokumpu expects that energy prices will increase in Europe due to the CEP and related legislation.

A significant number of Outokumpu's production facilities are located in Germany, where electricity prices have historically been higher than in other countries in Northern Europe and Asia. As the German government has decided to phase out nuclear power generation by 2022, electricity prices and price volatility in Germany could increase further. This is partly due to the significant increase in intermittent electricity production, such as wind and solar power, which are currently supported by feed-in tariffs based on the German Renewable Energy Sources Act (*Erneuerbare Energien Gesetz*). Increased production of intermittent renewable power may increase price volatility in the electricity wholesales markets and may affect the power flows in Germany and in neighboring countries. In addition, although Outokumpu currently benefits from special treatment for businesses

with high electricity consumption under the German Renewable Energies Act, such treatment may be less favorable or discontinued in the future, which would further increase its electricity costs. See “—*Outokumpu has benefited from certain public subsidies and advantages and there can be no assurance that such subsidies and advantages will be available to Outokumpu in the future*” below. Also, Outokumpu’s Calvert integrated production facility in Alabama, United States, is dependent on a local electricity provider that has significant pricing power. Unexpected changes in electricity supply policies in Alabama or Germany could adversely affect Outokumpu’s profitability.

In relation to the Inoxum Acquisition, ThyssenKrupp and Inoxum entered into an energy procurement and cooperation agreement in June 2012 by which they agreed to continue the sourcing of electricity for the German subsidiaries of Inoxum (after the Inoxum Acquisition, of Outokumpu) through ThyssenKrupp until December 31, 2014. During 2014 Outokumpu has started energy procurement for the German subsidiaries from the open market with standard market principles to secure energy procurement after expiring energy procurement and cooperation agreement with ThyssenKrupp. The terms that would be available to Outokumpu on the open market may not be as favorable as the current arrangement, which could increase Outokumpu’s energy costs.

Disruptions in the supply of energy resources could also temporarily impair Outokumpu’s production operations. Such disruptions may also occur as a result of the loss of energy supply contracts or the inability to enter into new energy supply contracts on commercially acceptable terms. Furthermore, natural catastrophes or similar events could affect the electricity or natural gas grids. Any such disruptions, or increases in energy costs as a result of the aforementioned factors or otherwise, could have a material adverse effect on Outokumpu’s business, financial condition, results of operations and future prospects and, thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu may be required to move its cold rolling facility in Shanghai, which would result in additional costs and there can be no certainty that Outokumpu would be able to find a new favorable location for the facility

SKS, which operates a cold rolling facility in China, is a joint venture that is 60 percent owned by Outokumpu and 40 percent owned by Shanghai Pudong Iron & Steel Co., Ltd (“SPS”), a subsidiary of a large Chinese stainless steel producer, Baosteel Co., Ltd. (“Baosteel”). The cold rolling facility is located close to the center of Shanghai and although the land use permit of SKS is valid until 2049, there can be no certainty that the land use plan will not be amended or changed such that SKS would be required to close the facility and terminate industrial operations on the site. Should SKS be required to vacate the site, this could result in additional costs for Outokumpu, including potential environmental remediation costs as well as costs relating to removing of equipment. There can be no certainty that SKS would be able to find a new location for the cold rolling facility that is as favorable in terms of the existing transportation infrastructure and access to raw materials for the plant, or at all. In addition, as the site is currently appointed for industrial use, there is uncertainty as to the pricing of the land plot should the Shanghai government require removal of the cold rolling facility from the site. Accordingly, should SKS be required to close and move its cold rolling facility in Shanghai, this could result in significant additional costs to Outokumpu, including possible environmental remediation costs, and there can be no certainty that it would be able to relocate the facility to a new location. Even if the facility could be relocated, SKS may lose customers and its competitive position may weaken should the new location not be as favorable. Outokumpu may also face difficulties in finding qualified employees for the new facility and the move could result in loss of customers should there be any delays in restarting the production at the new location.

Outokumpu has benefited from certain public subsidies and advantages and there can be no assurance that such subsidies and advantages will be available to Outokumpu in the future

Outokumpu has been granted public subsidies and advantages, including subsidies or advantages related to its research and development programs, through reductions of renewable energy charges and in connection with the construction and ramp up of the new Calvert production facility in the United States. The incentives primarily consist of sales, use and property tax abatements; income tax capital credits; various cash incentives, including training grants; and various other subsidies and non-financial benefits.

In Germany, the renewable energy charges that are generally payable under the German Renewable Energy Sources Act are significantly reduced for several Outokumpu companies as they benefit from special treatment for businesses with high electricity consumption. In the past, Outokumpu has received significant benefits from

these reductions and it continued to be eligible for these reductions under the revised German Renewable Energy Sources Act, which became effective on January 1, 2012. On December 18, 2013, the EU Commission initiated a state-aid procedure against Germany in connection with the Renewable Energy Charge system and the exemptions for energy intensive industries. On August 1, 2014 a new German Renewable Energy Act came into force which has been aligned with the European Commission and is in line with European state aid law. Based on this new act, Outokumpu Nirosta GmbH will be entitled to receive exemptions from the renewable energy charges in the same scope as in the past also in the coming years. Further, it is currently not foreseeable that Outokumpu Nirosta GmbH would have to repay any of the benefits received in the years 2012 and 2013 as the German government and the European Commission have settled the state aid case without any major repayment obligations for the affected companies. While Outokumpu Nirosta GmbH will continue to receive such benefits in the coming years there can be no assurance that Outokumpu will continue to receive these benefits in the future as the German Renewable Energy Act may be amended or that Outokumpu will not cease to qualify for these advantages under the current law. Further, should the exemptions for energy intensive industries be found to constitute state-aid, Outokumpu may be required to repay the exempted amounts retroactively.

All public subsidies and advantages that have been granted to Outokumpu are subject to certain terms and conditions and if these terms and conditions are not complied with, Outokumpu could face significant financial or other materially adverse consequences, including the requirement to fully or partially repay, the subsidies and advantages granted (as well as costs, interest, penalties and/or damages). In addition, all public subsidies and advantages that have been granted to Outokumpu could be revoked due to conditions beyond the Outokumpu's control and the loss of any such subsidies or advantages could have a material adverse effect on Outokumpu's business, financial condition and results of operations.

Outokumpu's estimates of chromite reserves and resources at the Kemi mine may exceed the actual reserves and resources and there can be no assurance that the expected mining capacity will be reached or that ferrochrome production will be economically feasible

Outokumpu's ferrochrome production operations are affected by the amount of estimated ore reserves at the Kemi chromite mine that can be exploited in an economically profitable manner as well as the amount of mineral resources that can be converted into reserves. In addition, the actual ore reserves may not conform to geological, metallurgical or other expectations. There can also be no assurance that the anticipated chromite extraction capacities will be achieved or that mining and processing operations will be economically profitable. Lower market prices, increased production costs, reduced recovery rates and other factors may render exploitation of chromite at the Kemi mine uneconomical and may result in revision of Outokumpu's ore reserve and mineral resource estimates from time to time. If Outokumpu's actual ore reserves or mineral resources are less than the current estimates, it could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

If Outokumpu were unable to continue selling account receivables under certain sale of receivables programs, Outokumpu may need to refinance such programs and facilities

Certain Outokumpu companies have used sale of receivables programs with various counterparties on an ongoing basis in order to finance a portion of their underlying business. Outokumpu's accounts receivables that have been transferred to counterparties and are derecognized from the balance sheet, but are reported in the notes to the audited consolidated financial statements, amounted to EUR 197 million as at December 31, 2013. All risks and rewards relating to those receivables had been transferred to counterparties. In addition, Outokumpu companies have benefited from supplier financing programs, mainly in relation to the procurement of raw materials. Suppliers are factoring their trade receivables due from Outokumpu companies to counterparties. Outokumpu companies benefit from these programs as the payment terms as agreed with the suppliers are extended. In H1 2014 the amount of available supplier finance decreased significantly. If the sale of receivable programs described above were cancelled or could not be utilized in the same manner for any reason, Outokumpu would have to seek alternative financing.

Costs related to defined benefit plans could increase, which could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Outokumpu has established several defined benefit and defined contribution plans in various countries. Outokumpu's most significant defined benefit pension plans are in the United Kingdom, where the plan is funded based upon local regulations, and Germany, where the plan is unfunded. As at December 31, 2013, Outokumpu's net defined benefit obligations amounted to EUR 275 million. Outokumpu is exposed to various risks related to these defined benefit plans, including the risk of actual returns on plan assets being less than the expected rates of return and the risk of results deviating from actuarial assumptions for areas such as mortality of plan participants. In November 2013, a preliminary funding valuation of Outokumpu's defined benefit plan in the United Kingdom revealed a deficit of approximately EUR 37 million. The valuation will be finalized during the first quarter of 2014 and based on the results, Outokumpu will negotiate a recovery plan to eliminate any potential shortfall. Any of these risks, if they were to materialize, could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Changes in assumptions underlying the carrying value of certain assets, including as a result of adverse market conditions, could result in impairment of such assets, including intangible assets such as goodwill

For the years ended December 31, 2013 and 2012 and for the period from January 1, 2014 to June 30, 2014, Outokumpu recorded total impairment losses of EUR 14 million, EUR 106 million and EUR 31 million respectively. Outokumpu may have to make further impairments of its asset values, which could have a material adverse effect on its business, financial condition and results of operations. Due to an ongoing restructuring process of Talvivaara Mining Company Plc and its operating subsidiary, Talvivaara Sotkamo Oy, Talvivaara Mining Company's critical liquidity situation and the resulting uncertainty in respect of Talvivaara Mining Company's ability to continue as a going concern as well as the continuing exploration for a sustainable financial solution for the Talvivaara Group, Outokumpu is subject to risks related to its ownership in Talvivaara Sotkamo Oy, which could lead to an impairment of the value of its investment in Talvivaara Sotkamo Oy.

Outokumpu's assets included goodwill of EUR 467 million as at June 30, 2014. Goodwill is tested for impairment quarterly or whenever changes in circumstances indicate that the carrying amount may not be recoverable. While impairment of goodwill does not affect reported cash flows, it does result in a non-cash charge in the consolidated statement of income and could have a material adverse effect on Outokumpu's results of operations.

Outokumpu's tax burden could increase due to changes in tax laws or regulations or their application, or as a result of current or future tax audits

Outokumpu's tax burden is dependent on specific aspects of tax laws and regulations in several jurisdictions, including their application and interpretation. Changes in tax laws or regulations or their interpretation or application could significantly increase Outokumpu's tax burden.

Due to the international nature of its business, Outokumpu is subject to the tax law and regulations of several jurisdictions, in particular with regard to transfer pricing rules that apply in certain jurisdictions. Pursuant to such rules, related enterprises must conduct any inter-company transactions on an arm's length basis and must provide sufficient documentation thereof, subject to the applicable rules of the relevant jurisdiction. Although Outokumpu has transfer pricing policies in place, tax authorities may challenge Outokumpu's compliance with applicable transfer pricing rules. In addition, Outokumpu is subject to regular tax audits by the national tax authorities. As a result of current or future tax audits or other review actions of the relevant market surveillance authorities or tax authorities, additional taxes (including income taxes, withholding taxes, real estate taxes, capital taxes, stamp duties and value added taxes) could be assessed, which could lead to an increase in Outokumpu's tax liabilities, either as a result of the relevant tax payment being assessed directly against Outokumpu or as a result of Outokumpu becoming liable for the relevant tax as a secondary obligor.

[Outokumpu is currently subject to a tax audit in Finland. No information currently exists on the outcome of the tax audit. Outokumpu expects the preliminary tax audit report to be issued in September 2014.]¹

Fluctuations in foreign exchange rates could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Outokumpu operates and sells products globally and, as a result, it generates a significant portion of its sales and incurs a significant part of its expenses in currencies other than the euro. A majority of Outokumpu's sales are in euros and U.S. dollars. A significant portion of Outokumpu's expenses arise in euros, U.S. dollars, Swedish kronor, Mexican pesos, Chinese yuan renminbi and British pounds sterling. In Europe, Outokumpu's products are priced mainly in euros and, therefore, costs in Swedish kronor and British pounds sterling result in significant foreign exchange risk that can affect Outokumpu's profitability and cash flows. Following the ramp-up of ferrochrome production in Tornio, Finland, the U.S. dollar price risk relating to forecasted cash flows has increased as ferrochrome sales are denominated in U.S. dollars and Outokumpu considers this risk to be significant. Exchange rates may also affect the relative competitiveness of stainless steel producers located in countries that use currencies other than the euro and fluctuations in the exchange rate between those currencies and the euro could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu hedges most of its fair value risks, including risks related to accounts receivables, accounts payables, interest-bearing debt, cash and loan receivables denominated in currencies other than the euro. Outokumpu hedges the majority of its cash flow risk related to firm commitments and it selectively hedges its risk related to forecasted and probable cash flows. Outokumpu aims to hedge most of its fair value risks and the majority of its cash flow risk. However, there can be no assurance that Outokumpu's hedging policy will mitigate the impact of adverse foreign exchange fluctuation on Outokumpu's results of operations.

Outokumpu also has income statement translation risk in U.S. dollars and, based on its risk management policy, this risk is not hedged. Outokumpu also has significant net investment positions denominated in U.S. dollars, Swedish kronor, British pounds sterling, Chinese yuan renminbi and Australian dollars. As at December 31, 2013, Outokumpu had no hedges related to net investment exposure. The effective portion of gains (as at December 31, 2013, EUR 17 million (net of tax)) on earlier financial year net investment hedges is recognized in accumulated other comprehensive income. Furthermore, debt denominated in currencies other than the euro at subsidiary companies and changes in foreign exchange rates of such currencies against the euro affect Outokumpu's capital structure.

Outokumpu is exposed to interest rate risk on its floating rate debt and the fair value of its financial assets and liabilities

As at June 30, 2014 Outokumpu's long-term debt and current debt was EUR 2,229 million. Although most of Outokumpu's interest-bearing debt is linked to short-term market rates, its exposure to changes in interest rates has decreased as the margins under most of its financing agreements are agreed until February 2017. In addition to exposures related to market level of interest rates, Outokumpu is also exposed to market level of credit margins. The volatility of credit margins has been high in recent years and, combined with the increase in the level of its indebtedness, Outokumpu considers this risk to be significant. Outokumpu's interest rate risk is monitored as cash flow risk (impact of rate changes on net interest expenses) and fair value risk (impact of rate changes on fair value of monetary assets and liabilities). Outokumpu has established an interest rate hedging policy and uses interest rate swaps to partially mitigate the effects of changes in interest rates, including by swapping its floating rate debt to fixed rate debt. Any increase or decrease in interest rates would affect Outokumpu's current interest expenses and its future refinancing costs. If interest rates fall below the level hedged by the derivative financial instruments, Outokumpu could be required to pay interest at a higher rate than the then prevailing interest rate under these hedging transactions or may have incurred the expenses of the hedging transaction without receiving any benefit. Furthermore, the default of a counterparty to any of the hedges or the early termination of any hedging transaction may lead to increased costs or the loss of the planned protective mechanism. In addition, Outokumpu could be unable to use hedging instruments in line with its

¹ NOTE: Outcome of the tax audit to be described if available at the time of the listing.

hedging strategy or may incur increased costs, or not be able to hedge at all, due to the conditions in the financial markets, Outokumpu's own financial situation, especially its level of indebtedness, its credit ratings or other factors. There can be no assurance that Outokumpu will be able to hedge its exposure to fluctuations in interest rates or that any hedging policy will mitigate the adverse effects of interest rate fluctuations on its results of operations.

Outokumpu is subject to stringent health and safety laws and regulations that may give rise to significant costs and liabilities

Outokumpu is subject to a broad range of health and safety laws and regulations in each of the jurisdictions in which it operates and these laws and regulations impose increasingly stringent health and safety protection standards. The costs of complying with, and the liabilities imposed pursuant to, health and safety laws and regulations could be significant, and failure to comply could result in the assessment of civil and criminal penalties, suspension of permits, temporary or permanent closure of production facilities, or claims or lawsuits by third parties.

Despite Outokumpu's efforts to monitor and prevent accidents at its production facilities, operations relating to mining, smelting and hot and cold rolling, in particular, involve inherent hazards due to the processes, raw materials and temperatures involved. Accordingly, health and safety incidents have in the past occurred at Outokumpu's production facilities, and are likely to continue to occur in the future, which may result in costs and other liabilities or otherwise adversely affect Outokumpu's reputation or the continuity of the operations of the affected facility. Such accidents could include fires, explosions, gas leaks, vehicular accidents, other accidents involving persons or property, or exposure to radioactive materials included in scrap metal or other potentially hazardous materials. In addition, Outokumpu's industrial activities involve the use, storage and transport of dangerous chemicals and toxic substances. Outokumpu is, therefore, subject to the risk of industrial accidents that could lead to production stoppages, the loss of key assets and employees (and those of sub-contractors and suppliers) or injuries to persons living near affected sites. In recent years, there have been fatal accidents at Outokumpu's production facilities in Germany and the United States.

Outokumpu also operates an underground chromite mine in Kemi, Finland. Mining operations are subject to a number of hazards and risks usually associated with the exploration, development and production of natural resources, any of which could result in production shortfalls or damage to persons or property. In particular, hazards associated with underground mining operations include fires, explosions, accidents and conditions resulting from drilling, blasting, removing and processing material from an underground mine. The occurrence of any of these events could delay production, increase production costs and result in death or injury to employees, damage to property and liability for Outokumpu, some or all of which may not be covered by insurance, as well as substantially harm Outokumpu's reputation as a company focused on ensuring the health and safety of its employees.

Substitute materials and new technologies could reduce market prices and demand for stainless steel products

Stainless steel competes with substitute materials such as aluminum (particularly in the automotive industry), cement, composites, glass, ceramics, plastic, wood and carbon steel. Changes in customer preferences, pricing of competing products, development of new or improved substitutes for stainless steel products and government regulatory initiatives mandating the use of such materials in lieu of stainless steel could significantly reduce prices of, or demand for, stainless steel products. Price competition with respect to established grades of stainless steel and other products as well as other factors have recently resulted in new, lower quality stainless steel grades, mainly from Asia, and especially China, being marketed primarily to Asian markets. For example, chromium manganese steel grades (often called 200 series stainless steel grades) are marketed as a substitute for certain stainless steel grades, although they have inferior corrosion resistance, formability and weldability as compared to more established stainless steel grades. Lack of user knowledge about and experience with these new, lower quality stainless steel grades, their properties and their handling could result in these lower quality products being used in unsuitable applications or inappropriate manners simply because they are less expensive, which could have a negative effect on the image of stainless steel products in general. Outokumpu believes that stainless steel has a positive image as a high quality product and in the past, Outokumpu has invested in creating this image. Customer disappointment with products made from lower quality stainless steel, or any other negative effect on the image of stainless steel, could reduce the value of Outokumpu's past investments in the image of stainless steel or require Outokumpu to make future investments in maintaining or improving the image

of stainless steel. Further, if customers accept products made from lower quality stainless steel grades that are cheaper than Outokumpu's stainless steel products as replacements for established stainless steel products, prices of and demand for Outokumpu's products may decline.

In addition, the stainless steel market is characterized by evolving technology standards that require improved quality, changing customer specifications and wide fluctuations in product supply and demand. The products or manufacturing processes of the customers that use Outokumpu's stainless steel products may change from time to time due to improved technologies or product enhancements. These changes may require Outokumpu to develop new products and enhancements for its existing products. In addition, the emergence of new technologies could result in certain products containing stainless steel becoming obsolete. Failure to keep pace with market changes or to produce stainless steel products that meet customers' specifications and quality standards in a timely and cost-effective manner could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Financial difficulties or bankruptcy of one or more of Outokumpu's major customers or suppliers could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Some of Outokumpu's customers and suppliers have experienced financial and operational challenges throughout the recent financial downturn. The continuation or exacerbation of the difficulties experienced by these customers or suppliers could place them in additional financial and operational distress or could even result in bankruptcy. Additionally, a number of Outokumpu's customers are, or could in the future be, under pressure from imports in their own domestic markets and may consequently lose market share or even have to relocate their production facilities to other markets. These factors could cause Outokumpu's customers to reduce the volume of their stainless steel purchases in an effort to improve their own financial condition, which could have a material adverse effect on Outokumpu's sales. Moreover, the potential inability of Outokumpu to collect outstanding accounts receivables on a timely basis, or at all, could have a material adverse effect on Outokumpu's sales and cash flow. Although it has insurance that covers the majority of its receivables, Outokumpu has some risk due to unsecured sales. See "*—Outokumpu's insurance policies provide limited coverage, potentially leaving it uninsured against some risks*" below. Similarly, any financial difficulties experienced by Outokumpu's suppliers could result in an interruption in the supply of raw materials. Any of the foregoing could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu's operations in certain emerging countries could be adversely affected by political, economic and legal developments in the countries concerned

Outokumpu has a business strategy partially focused on business operations in countries in which the political, economic and legal systems are less predictable than in countries with more developed institutional structures. Political or economic upheaval, changes in laws and other factors could have a material adverse effect on Outokumpu's results of operations and/or impair the value of its investments in such countries. The most significant risks of operating in emerging market countries arise from the establishment or enforcement of foreign exchange restrictions, which could effectively prevent Outokumpu from receiving profits from, or selling its investments in, these countries. For example, Argentina, China and Mexico impose foreign exchange controls on foreign companies established in those countries. Legal and regulatory systems in emerging market countries are also typically less developed and not as well enforced as in Western European countries, which creates uncertainty in the operating environment. In addition, the need for qualified employees in emerging market countries may require Outokumpu to hire foreign trained employees, which may reduce the cost competitiveness of its operations. Expansion in emerging market countries also places greater pressure on monitoring corrupt behavior, in particular in countries that have experienced governmental corruption in the past. Outokumpu's reputation could be severely harmed due to corrupt behavior by its employees and could also subject Outokumpu to fines and other sanctions.

Unfair trade practices could adversely affect stainless steel prices and reduce Outokumpu's profitability, while trade restrictions could limit Outokumpu's access to new export markets

Outokumpu is exposed to the effects of “dumping” and other unfair trade and pricing practices by competitors. Outokumpu itself has also been subject to orders imposing antidumping duties in the United States, which has made importing such products into the United States prohibitively expensive. Outokumpu may be exposed to these and other protectionist measures in any of the markets in which it operates. In addition, several countries, in particular those with centrally-controlled economies, grant substantial subsidies to companies active in their respective local stainless steel industries. The pricing advantage enjoyed by these producers on their subsidized products may impair or eliminate Outokumpu's ability to compete with such producers. This and other practices may have a material adverse effect on Outokumpu's profitability to the extent heavily subsidized stainless steel products are exported into Outokumpu's key markets, the EU and the United States. Unfair trade practices or subsidies may also lead to increased supply in certain markets, resulting in increased price competition. In addition, Outokumpu has significant exposure to the effects of trade actions and barriers due to the global nature of their operations. Various countries (e.g., China, India and the United States) have implemented, and may in the future implement, trade actions and barriers, which could have a material adverse effect on Outokumpu's business, financial condition and results of operations by limiting Outokumpu's access to these stainless steel markets.

Russian trade sanctions and import bans may impact also stainless steel industry and Outokumpu's business

As a result of recent events involving Ukraine and the Russian Federation, the United States and the European Union have imposed sanctions on certain Russian individuals and a Russian banks. Additionally, Russia has introduced a ban on the import of certain goods and food supplies from the United States of America, the EU states, Canada, Australia, and Norway. While Outokumpu does not expect any material and direct impacts on its business due to these sanctions or bans, these may result as overall decline in Russian economy and weakening of the ruble but also ultimately have an impact on stainless steel and ferrochrome industries globally and in the long term, which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Disruptions to production processes could have a material adverse effect on Outokumpu's operations and customer service levels

Stainless steel and ferrochrome production processes are dependent on the continuous operation of critical production equipment, including furnaces, continuous casters, rolling mills and electrical equipment (e.g., electric motors and transformers), and production downtime may occur as a result of unanticipated mechanical failures or other events. Outokumpu's production facilities have experienced and may in the future experience, plant shutdowns or periods of reduced production as a result of such equipment failures. For example, in September 2013, Outokumpu experienced two consecutive machinery breakdowns of walking beam furnaces in the Tornio hot rolling mill that led to approximately 10 days of production downtime and 24 days of production at reduced production capacity. Operations may also be disrupted for a variety of other reasons, including fire, explosion, flooding, release of substances harmful to the environment or health, strikes, transportation disruptions or other acts of God. Furthermore, accidents may lead to production downtimes with respect to certain machinery or plants or even plant closures, including for the duration of any ongoing investigation. To the extent that lost production as a result of such disruptions could not be compensated for by the production of unaffected facilities, such disruptions could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Primarily due to the high temperatures required for stainless steel and ferrochrome production, fire is a significant risk for Outokumpu. Most of Outokumpu's production facilities are located in extensive industrial zones. A fire in any industrial zone could lead to major property damage and interruptions in production.

In addition, extreme weather events and natural disasters could affect Outokumpu's operations, especially through physical risks such as property damage or loss of production through floods, hurricanes or drought. Currently, only two of Outokumpu's production facilities, the Wildwood pipe production facility in Florida, and the Calvert production facility in Alabama, United States, are located in areas defined as “regional hotspots.”

These sites are moderately exposed to severe weather and high winds either from the hurricane potential or the effects of regular severe thunderstorms and tornados common to this geographical area. In addition, ice conditions in the Baltic Sea may block vessels from Tornio, which could delay the delivery of products and raw materials between Tornio and other ports and have a material adverse effect on Outokumpu's business, financial condition and results of operations.

Outokumpu charters vessels to transport stainless steel products and raw materials, which subjects Outokumpu to risks inherent to vessels

Outokumpu has time chartered four vessels to transport stainless steel products from Tornio to customers mainly through its service center in Terneuzen, the Netherlands, and to transport black hot band to Outokumpu's production facilities in Germany. These vessels also transport raw materials, primarily from Terneuzen, but also from other harbors on the Baltic Sea to Tornio. While Outokumpu does not own or operate the vessels, it is liable for, among others, the cargo transported by the vessels. Outokumpu aims to charter modern vessels designed for conditions of the Baltic Sea; however, these vessels are still at risk of being damaged or lost because of events such as collisions, bad weather, mechanical failures, human error, terrorism, piracy and other similar circumstances or events. Outokumpu may increasingly face similar risks in the future, as it is expected to spot charter more vessels, primarily to transport ferrochrome and stainless steel from Tornio to Calvert. All of these hazards could result in death or injury to persons, loss of revenues or property, environmental damage, higher insurance rates, damage to Outokumpu's customer relationships, delays and rerouting. Outokumpu maintains insurance to mitigate some of the potential costs described above, but its insurance may not be sufficient to cover the liabilities suffered by it due to the occurrence of one or more of the risks described above. The occurrence of any of these risks could have a material adverse effect on Outokumpu's business, financial condition and results of operations as well as on its reputation.

Outokumpu's insurance policies provide limited coverage, potentially leaving it uninsured against some risks

While Outokumpu maintains insurance on property and equipment in amounts believed to be consistent with industry practices, it is not fully insured against all risks, and insurance against some risks may not be available. Outokumpu's main insurance policies cover physical loss of or damage to its property and equipment on a reinstatement basis arising from a number of specified risks and certain consequential losses, including business interruption arising from the occurrence of an insured event. Under these policies, damages and losses caused by certain natural disasters are also covered. Outokumpu also maintains various other types of insurance relating to its operations as well as trade credit insurance on receivables from certain customers, subject to limits that it believes are consistent with those in the stainless steel industry, in order to protect it against the risk of non-payment due to the insolvency of such customers or other reasons. Not all of Outokumpu's customer receivables are or can be insured, and even when insurance is available, it may not fully cover the exposure. Notwithstanding the insurance coverage that Outokumpu carries, the occurrence of an accident that causes losses in excess of limits specified under the relevant policy or is subject to material deductibles, or losses arising from events not covered by insurance policies, could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Product liability claims or loss of product certifications could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Outokumpu's products are used in a wide range of applications. For example, certain of Outokumpu's products are used in safety-critical applications, such as pipes used in the oil, gas, chemical and petrochemical industry. In addition, certain of Outokumpu's stainless steel products are used in the automotive industry, where key customers require extensive third-party certifications regarding the products purchased. Any failure by Outokumpu to meet the qualifications needed to receive the necessary third-party certifications or the loss of existing third-party certifications may lead to the loss of business opportunities, which could lead to a decline in sales.

The performance, quality and safety of Outokumpu's products are critical to the success of its business. These characteristics depend significantly on the effectiveness of quality control systems, which in turn depends on a number of factors, including the quality of the training programs, the design of the systems, and Outokumpu's ability to ensure that its employees adhere to quality control guidelines and policies. Any significant failure or

deterioration of Outokumpu's quality control systems could have a material adverse effect on its reputation and could result in product liability claims. Outokumpu has limited product liability insurance that may not be sufficient to cover all potential liabilities. Accordingly, a major claim, or a series of smaller claims, for damages related to Outokumpu's products sold, or advice given to customers in connection with products sold, may not be fully covered by insurance, or may not be covered by insurance at all, which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu is, and may in the future be, involved in litigation and arbitration proceedings that could adversely affect its business, financial condition and results of operations

A number of lawsuits, claims and proceedings have been, and may in the future be, asserted against Outokumpu, including those pertaining to product liability, environmental, competition law, and health and safety matters. These and any future legal proceedings are costly, divert management attention and may result in reputational damage for Outokumpu. See "Business Overview—Legal Proceedings" for information on Outokumpu's ongoing legal proceedings. An unfavorable outcome in any ongoing proceedings, or any proceedings that may arise in the future, could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu's governance, internal controls and compliance processes could fail to prevent regulatory penalties, reputational harm and fraud, both at operating subsidiaries and joint ventures

Outokumpu operates globally and its activities span multiple jurisdictions and complex regulatory frameworks at a time of increased enforcement activity and enforcement initiatives globally in areas such as competition law and anti-corruption. Outokumpu's governance and compliance processes may not prevent breaches of law or governance standards. Outokumpu also faces the risk of fraud by its employees as well as violations at its joint ventures and other companies in which it has an interest, particularly if it only has a minority stake and does not control accounting or other rules and protocols for the conduct of business. Outokumpu's failure to comply with applicable laws and other standards could subject it to fines, loss of operating licenses and reputational harm. Effective internal controls are necessary for Outokumpu to provide reliable financial reports and effectively prevent and detect fraud. If Outokumpu cannot provide reliable financial reports or prevent fraud, this could have a material adverse effect on its results of operations and reputation. Additionally, at the operational level, individual employees may not comply with Outokumpu's policies and guidelines and as a result may cause Outokumpu to incur compliance costs and cause reputational damage. Inadequate internal controls could also cause investors and other third parties to lose confidence in Outokumpu's reported financial information, which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu's operations are subject to various environmental laws, regulations and licenses and a failure to comply with these laws and regulations could result in unexpected costs and other liabilities

Outokumpu is subject to various environmental laws, regulations and licenses governing, among other things, atmospheric emissions, water quality, solid and hazardous waste handling and disposal, plant and wildlife protection, reclamation and restoration of mining properties, and the remediation of contaminated properties. As these environmental laws, regulations and licenses are amended or as their application or enforcement is changed, significant costs in complying with new and more stringent regulations may be imposed on Outokumpu. Further, many of Outokumpu's operations require environmental and other regulatory permits or licenses that are subject to modification, renewal or, subject to certain conditions, revocation by the issuing authorities. In certain countries, the procedures for obtaining these permits or licenses are often long and complex and there can be no assurance that the requested permit or license will be granted or renewed. In addition, violations of applicable environmental laws and regulations could result in civil and criminal penalties, revocation of permits and licenses, the curtailment or cessation of operations, third-party claims or any combination thereof. Further, changes to existing production facilities or the Kemi chromite mine and construction of new production facilities require extensive regulatory permits and approvals, and there can be no assurance that such permits and approvals would be granted with the anticipated terms, within the targeted timeframe or at all.

Contamination has been identified at various Outokumpu production sites and neighboring sites. For example, at the Dillenburg, Krefeld and Benrath sites in Germany, the soil and groundwater is contaminated either with metals from acids, oil, chlorinated solvents or chlorinated hydrocarbons. These contaminations are being investigated, monitored and remediated by Outokumpu and, in certain circumstances, by other responsible parties. In Dahlebrück, Germany, Outokumpu has completed remediation of groundwater with the oral confirmation of the authorities and no additional remediation is required.

In addition to sites where remediation has been done or is ongoing, contamination has been detected at several of Outokumpu's sites where the authorities have not required any major remediation. Remediation work has been done in Wildwood, United States; at a former warehouse site in Montreal, Canada; and in Tornio, Finland, where an old landfill was closed. As at June 30, 2014, Outokumpu had environmental provisions of EUR 76 million in respect of remediation and other costs in its consolidated statement of financial position; however, there can be no assurance that such provisions will be sufficient. Future remediation may be required if new contamination occurs, existing contamination that is currently unknown is discovered, known contamination requires more extensive remediation than originally anticipated or environmental regulations or their enforcement become more stringent.

The Terni site and the VDM operations have been part of Outokumpu since the completion of the Inoxum Acquisition on December 28, 2012 (the "**Inoxum Acquisition Completion Date**"). The Terni site in Italy has been listed on the Italian list of Contaminated Sites of National Interest and significant environmental issues have been identified in Terni. Soil and groundwater contamination and other environmental issues have also been identified at several VDM sites. Pursuant to the terms of the Framework Agreement, Outokumpu will be responsible for any damage or liability that may arise in relation to the Terni and VDM sites, including environmental liabilities, during five years after the completion of the divestment of the Terni Remedy Assets and the VDM Business. However, ThyssenKrupp is not entitled to recover any loss, damage or liability to the extent attributable to any event or circumstance occurred or deemed occurred before the Inoxum Acquisition Completion Date. Outokumpu has no reason to believe that Outokumpu's actions during its ownership would lead to any material damage or liability of which it would be liable to ThyssenKrupp. However, there can be no certainty that claims will not be made based on environmental matters under the Framework Agreement.

Outokumpu may be adversely affected by any future application of restrictions in regard to greenhouse gas emissions and face risks associated with identifying and controlling the cost of compliance with emission allowance schemes

Increased restrictions on carbon dioxide emissions stemming from the EU Emissions Trading Scheme (the "ETS") could place Outokumpu at a competitive disadvantage as compared to stainless steel producers located outside of EU in countries that do not apply corresponding ETSs. In addition, associated increases in costs to energy providers, market price of electricity and future reductions in carbon dioxide emissions targets could also place Outokumpu at a competitive disadvantage and have an adverse effect on Outokumpu's business.

Currently, seven of Outokumpu's production sites, located in the EU (Finland, Germany, Sweden and the United Kingdom), fall within the ETS. As unused emission allowances can be sold on financial markets, the ETS creates a financial incentive for companies to restrict their emissions of carbon dioxide. Conversely, if the level of a company's emissions of carbon dioxide exceeds the rights in its possession, sufficient allowances for the emissions must be purchased. Under the ETS, companies have to surrender one emission right for each tonne of carbon dioxide their production facilities emit. Until December 31, 2012, a certain amount of emission rights were allocated free of charge to companies, thereby providing a no-cost cap on the carbon dioxide emissions of their production facilities. From 2013 onwards, manufacturing companies have generally had to purchase a steadily increasing amount of emission rights in auctions. Both the cap on total annual emissions in the EU and the amount of emission allowances allocated at no cost will gradually be reduced, and auctions will become the main method for issuing allowances.

To dissuade companies currently operating inside the EU from moving to countries without emission reduction targets, industries within the EU that are exposed to high carbon leakage will continue to receive free emission allowances during ongoing emission trading period between 2013 and 2020 but the amount of free allowances will steadily decrease. As the stainless steel industry has been identified as one of the sectors that has a high risk of carbon leakage, Outokumpu's production facilities will continue to receive free emission allowances under an exemption at least until the end of 2014. The amount of these free allowances will be based on historical activity

and efficiency based benchmarks, which set forth a lower no-cost cap for carbon dioxide emissions for Outokumpu's production facilities in the EU. Nevertheless, Outokumpu may have to purchase emission rights in addition to those it will obtain free of charge under the exemption and the need to make such purchases could result in additional costs, which could be material. In addition, after 2014, Outokumpu could incur even higher additional costs should its production facilities not continue to qualify for the exemption from auctioning after 2014. In this case, Outokumpu would have to purchase a steadily increasing amount of emission rights from 2015 onwards to cover its emissions.

According to the published proposal of EU Climate and Energy Package 2030 (EC, January 2014), future carbon dioxide emission reduction targets will become more stringent and Outokumpu will have to begin making preparations for operating in a more restrictive environment, which could result in increased costs and unplanned liabilities. Additionally, as the production of stainless steel and ferrochrome is energy intensive, Outokumpu's operations are sensitive to changes in the price of electricity. Power companies transfer the costs associated with their emission allowances to customers in the prices they charge for supplying electrical power, and marginal cost pricing in power markets means that wholesale power prices are affected by the price of these allowances. Therefore, Outokumpu expects that its costs for electricity in Europe will increase in the future due to the ETS despite the fact that most of the electricity that it purchases is of the low-carbon variety. Increased electricity costs could have a material adverse effect on Outokumpu's results of operations in Europe and this effect is not mitigated by allocations of emission allowances at no cost. Risks connected with the future cost of emission allowances also add an element of uncertainty to the planning of new investments in Europe and may affect future investment decisions.

Outokumpu may be adversely affected by any future application of restrictions regarding sulfur emissions

Directive 2012/33/EU of the European Parliament and of the Council of November 21, 2012 amending Council Directive 1999/32/EC as regards the sulfur content of marine fuels revised the previous Directive regarding the sulfur content of certain liquid fuels and incorporated new International Maritime Organization standards into EU law to ensure their proper and harmonized enforcement by all EU member states. Under the amended Directive, the maximum permissible sulfur content of maritime fuels used in sensitive areas, such as the Baltic Sea, the North Sea and the English Channel, will decrease from the current level of 1.5 percent to 0.1 percent as of January 1, 2015. Other areas will be subject to a reduction from 3.5 percent to 0.5 percent by January 1, 2020. The amended Directive is expected to lead to significantly increased transportation costs for products produced at the Tornio integrated production facility after 2014, which could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Failure to protect intellectual property rights could have a material adverse effect on Outokumpu's competitiveness as well as on its business, financial condition and results of operations

Outokumpu believes that developing new stainless steel products and manufacturing technologies that can be differentiated from those of its competitors, such as duplex stainless steel grades, is important to the success of its business. Outokumpu takes active measures to obtain protection of its intellectual property by obtaining patents and undertaking monitoring activities in its major markets. In addition to its patent portfolio, Outokumpu relies on trade secrets, know-how, the development of new products, and technological development in combination with non-disclosure agreements and certain other agreements to protect intellectual property rights. However, there can be no assurance that the measures Outokumpu takes will effectively deter competitors from improper use of its intellectual property. Competitors may misappropriate intellectual property owned or licensed by Outokumpu, disputes as to ownership of intellectual property may arise and intellectual property may otherwise become known or independently developed by competitors. For example, Outokumpu and Outotec Oyj are engaged in a legal dispute over invention rights related to a ferrochrome production method, as discussed under "Business Overview—Legal Proceedings—Legal Dispute over Invention Rights." In addition, certain technologies and processes used by Outokumpu may be subject to the intellectual property rights of third parties in certain countries. Such third parties may take legal action for infringement of these intellectual property rights and any such claims could delay or prevent the delivery of products by Outokumpu. Any failure to protect Outokumpu's intellectual property or resulting claims of infringement on third-party intellectual property rights could have a material adverse effect on Outokumpu's competitiveness as well as its business, financial condition and results of operations.

Any significant problem with information systems could have a material adverse effect on Outokumpu's business, financial condition and results of operations

Outokumpu's business relies on various applications and other information technologies that are used globally in all business areas and group functions. Many of these applications and underlying infrastructure are outdated, making them more vulnerable for failures, and could result in business interruptions, for example, in the production and supply chain processes. In addition, the enterprise architecture is complicated, especially due to the ongoing integration of Innoxum into Outokumpu and the large number of different and unharmonized information systems increases the risk of loss of critical applications. Furthermore, cyber threats and other security threats could exploit possible weaknesses in Outokumpu's security controls, which in turn, could cause leakage of sensitive information, theft of intellectual property, production outage or damage to Outokumpu's reputation.

A significant portion of Outokumpu's employees in Europe are covered by collective bargaining agreements and Outokumpu may face labor disruptions that could interfere with its operations or the Turnaround Plan

Outokumpu is subject to the risk of labor disputes and adverse employee relations that could disrupt its business operations. A significant portion of Outokumpu's employees in Europe are covered by collective bargaining agreements. However, there can be no assurance that the collective bargaining agreements will prevent strikes or work stoppages at any of Outokumpu's facilities, or that such agreements will be renewed on substantially similar terms and conditions in the future. Outokumpu has experienced work stoppages in the past, including in Germany and Italy (affecting certain of the Terni Remedy Assets), none of which significantly affected Outokumpu's operations. Although the impact of such work stoppages has historically been limited, there can be no assurance that any future work stoppage would not have a material adverse effect on Outokumpu's business, financial condition and results of operations. In particular, the Turnaround Plan includes announced employee reductions, particularly in Europe, which could result in work stoppages and strikes in connection with the employee reductions and result in delays in implementing the Turnaround Plan or otherwise have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu faces risks relating to its joint ventures

Outokumpu has entered, and may from time to time enter, into joint venture arrangements. For example, Outokumpu has the SKS joint venture with SPS, which operates a cold rolling production facility in Shanghai, China. Outokumpu may be unable to require that any joint venture returns invested capital, or takes any other action that they believe is in furtherance of its interests. If there is any disagreement with a joint venture partner regarding the business or operations of the relevant joint venture, there can be no assurance that Outokumpu will be able to resolve it in a manner that will be in its best interests.

In addition, certain major decisions, such as divesting interests in a joint venture or entering into certain material transactions, may require the consent of all other partners. For example, although SKS holds a license to build a melt shop in Shanghai, building a melt shop would require SPS's consent, and there can be no assurance that such consent would be granted. Any such limitations could adversely affect Outokumpu's ability to obtain the economic and other benefits it seeks from participating in these joint ventures. In addition, Outokumpu's joint venture partners may have economic or business interests or goals that are inconsistent with those of Outokumpu and they may take actions contrary to Outokumpu's instructions, requests, policies or business objectives. Furthermore, any joint venture partners may be unable or unwilling to fulfill their obligations, have financial difficulties, require Outokumpu to make additional investments, or have disputes with Outokumpu regarding their rights, responsibilities and obligations. If Outokumpu decides to divest its investment in a joint venture, the joint venture partner may exercise its pre-emption rights and Outokumpu may not be able to realize the true value of its investment. In addition, Outokumpu may be unable to find a third-party buyer for its interest in the joint venture. Similarly, if Outokumpu loses a joint venture partner, it may face a loss of access to production capacities and an important market and may have to invest considerable resources to make up for any such loss. In addition, certain joint venture parties, in particular SPS in China, are local competitors and may hinder the operation of the joint venture through price competition. Any of these or other factors could have a material adverse effect on Outokumpu's joint ventures, which, in turn, could have a material adverse effect on

Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Outokumpu faces risks associated with nuclear power plant projects in Finland

On February 19, 2014, Outokumpu announced that it had committed to increase its indirect share in Fennovoima Oy ("**Fennovoima**"), which was granted a decision-in-principle by the Government of Finland to build a new nuclear power plant in Finland, to 12.5 percent. In 2013, Fennovoima selected Rusatom Overseas CJSC as a power plant supplier. According to the plans, infrastructure work at the site will begin in 2015 and is expected to last approximately two to three years. The construction of the plant would begin after the infrastructure work and the power plant would start commercial operations in 2024. The project involves a number of potential risks for Outokumpu, including delays, cancellation, non-completion (for external or internal reasons), technical risks (including tightening nuclear safety regulations in the future), budget overruns (including non-competitive cost of power or increased cost of production), financing risks (including cost and availability of financing), political risks (including public acceptance risks) and environmental risks. When operational, shareholders will be able to procure electricity at cost against payment of their *pro rata* share of operating expenses of the power plant (so-called "Mankala" principle). Accordingly, there can be no assurance that one or more of the project risks will not occur or that Outokumpu's share of financing the project will not increase as a result of any future defaults of other shareholders in Fennovoima.

In addition, Outokumpu has an approximately 0.3 percent indirect share in the Teollisuuden Voima Oyj ("**TVO**") Olkiluoto 3 nuclear power plant project, which is currently under construction in Finland. It was originally expected that commercial operation of Olkiluoto 3 would begin 2009; however, the project has been delayed on several occasions. In February 2014, TVO announced that it is not able to estimate when the commercial operation of the plant could begin. Outokumpu also has an approximately 0.6 indirect share in the TVO Olkiluoto 4 project, which, was granted a decision-in-principle to build a new nuclear power plant in Finland, through Pohjolan Voima Oy, in 2010. In May 2014, TVO has applied for prolonging existing decision-in-principle period of validity. TVO's projects involve similar risks for Outokumpu as those it faces due to its investment in Fennovoima.

Failure to attract qualified personnel or a loss of key personnel could disrupt Outokumpu's business and have a material adverse effect on its business, financial condition and results of operations

Outokumpu's business, financial condition, results of operations and its ability to continue to maintain and grow its business as well as provide high quality products depend, to a large extent, on the contributions of its management team and key personnel. The loss of key individuals or other employees who have specific knowledge of, or relationships with, trade customers in the markets in which Outokumpu operates could have a material adverse effect on Outokumpu's business, financial condition and results of operations. Outokumpu's success also depends, to a great extent, on its ability to attract, retain and motivate qualified employees throughout the organization. For example, the integration of Inoxum into Outokumpu as well as the remedy asset disposal process and the Refinancing Measures have required extensive attention from Outokumpu's personnel and, as a result, Outokumpu may require additional resources in certain functions in the future, including the treasury. Outokumpu has implemented human resources processes to attract and retain senior managers for positions considered to be important for Outokumpu. However, if Outokumpu is unable to attract, retain and motivate qualified employees at all levels, it could have a material adverse effect on Outokumpu's business, financial condition and results of operations. There can be no assurance that Outokumpu will be able to retain such senior managers and key employees and successfully manage them, which could disrupt Outokumpu's business and have a material adverse effect on its business, financial condition and results of operations.

Risks Relating to the Notes, the Guarantees and the Transaction Security

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or referred to in the Prospectus;

- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes; and
- (iv) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Investors are exposed to credit risk in respect of the Issuer

Investors in the Notes are exposed to a credit risk in respect of the Issuer. The investor's possibility to receive interest payments and payments of principal under the Notes is thus dependent on the Issuer's ability to fulfill its payment obligations, which in turn is to a large extent dependent on developments in the Issuer's business and the Issuer's financial performance.

There is no rating for the Notes

The Notes are not currently rated by any rating agency. Outokumpu may seek a credit rating for the Notes in the future but there is no assurance that the Notes will be rated in the future.

Active trading market for the Notes may not develop

The Notes constitute a new issue of securities and there has been no prior public market for the Notes. Although application has been made to list the Notes on the Helsinki Stock Exchange, there can be no assurance that such application will be approved. Further, even if the listing application is approved, there can be no assurance that a liquid public market for the Notes will develop, and even if such a market were to develop, neither the Issuer nor the Lead Managers are under any obligation to maintain such a market. In the absence of a secondary market, Notes may be difficult to sell at a satisfactory market price and the investor should be aware that he may realize a loss upon sale if Notes are sold prior to the redemption date. Even if the Notes are listed on an exchange, trading in the Notes will not always take place. Thus, it may be difficult and costly for the holder of the Notes to sell Notes within a short time frame, or at all, and it may be difficult for the holder to obtain a price that is equivalent to the price obtainable for securities that are traded in a liquid secondary market.

The liquidity and the market price for the Notes can be expected to vary with changes in market and economic conditions, the financial condition and prospects of the Issuer and other factors that generally influence the market prices of securities. Such fluctuations may significantly affect the liquidity and the market price of the Notes, which may trade at a discount to the price at which the holder of Notes invested in the Notes.

Since the Notes bear interest at a fixed interest rate, movements in market interest rates can adversely affect the value of the Notes

The Notes bear interest on its outstanding principal amount at a fixed interest rate. A holder of a security with a fixed interest rate is exposed to the risk that the value of such security could fall as a result of changes in the market interest rate. While the nominal compensation rate of a security with a fixed interest rate is fixed during the life of such security or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. If the market interest rate increases, the value of such a security typically falls, until the yield of such security is approximately equal to the market interest rate. If the market interest rate falls, the value of a security with a fixed interest rate typically increases, until the yield of such a security is approximately equal to the market interest rate. Consequently, the holders of Notes should be aware that movements of the market interest rate can adversely affect the value of the Notes and can lead to losses for the holders of Notes if they sell their Notes.

Laws and practices applicable to the Notes may change

The Notes are issued under Finnish law in force on the issue date. Any new statutes, ordinances and regulations, amendments to the legislation or changes in application of the law (including any amendments to or changes in

application of tax laws or regulations) after the issue date may affect the Notes and/or have a material adverse effect on the Issuer, which could affect the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes carry no voting rights at the Issuer's General Meetings of Shareholders

The Notes carry no voting rights with respect to the General Meetings of Shareholders of the Issuer. Consequently, in the Issuer's General Meetings of Shareholders the holders of Notes cannot influence any decisions by the Issuer to redeem the Notes or any decisions by the Issuer's shareholders concerning, for instance, the capital structure of the Issuer, which could impact the Issuer's ability to make payments on the Notes.

Outokumpu may be able to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Notes and the holders of Notes

The Issuer and its subsidiaries may be able to merge, effect asset sales or otherwise effect significant transactions. Although the Terms and Conditions contain restrictions on Outokumpu's ability to enter into a merger, demerger and asset sale transactions these restrictions are subject to a number of significant qualifications and exceptions. Under the Terms and Conditions, in addition to specified permitted asset sales, Outokumpu will be able to merge with an entity outside Outokumpu and a subsidiary of the Issuer may demerge so long as on a pro forma basis the applicable gearing ratio is not exceeded as a result thereof and where assets are transferred outside the Group as a result thereof, the merger or demerger consideration, to the extent in cash, is applied similarly than as if such merger or demerger would have been a disposal. In the event the Issuer was to enter into any such transaction, holders of Notes may be materially and adversely affected.

Outokumpu may incur additional debt without the consent of the holders of the Notes

Outokumpu may be able to incur additional debt in the future. Although the credit agreements of Outokumpu as well as Condition 11.2 (*Financial Indebtedness*) and Condition 11.6 (*Negative pledge*) contain restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and debt incurred in compliance with these restrictions could be substantial and secured. Under the Terms and Conditions, in addition to specified permitted indebtedness and secured indebtedness, Outokumpu will be able to incur additional indebtedness so long as on a pro forma basis the applicable gearing ratio is not exceeded. Incurring additional debt permitted under the Terms and Conditions may reduce the amount recoverable by the holders of Notes upon winding-up or insolvency of the Issuer.

Outokumpu's possible extensive indebtedness may have an adverse effect on the Issuer's ability to fulfil its obligations under the Notes as well as on the market price and value of the Notes

Outokumpu requires, and expects to continue to require, a significant amount of liquidity and capital resources to finance its business. Possible extensive indebtedness, whether secured or unsecured, may have a significant effect on the operations of Outokumpu, such as (i) limit Outokumpu's ability to raise additional finance on corresponding or more favorable financial and other terms than currently in force in order to finance its future working capital needs, investments, acquisitions or other general operative needs; (ii) require that a considerable part of the cash flow from operating activities of Outokumpu be used for payments of the principle and interests of the debts, which would reduce the assets and cash flows available for operating activities and development of the operations; (iii) make Outokumpu more exposed to unfavorable financial conditions than its competitors, which could weaken the Issuer's competitiveness and (iv) expose Outokumpu to increases in interest rate levels.

Although Outokumpu currently generates sufficient funds from operating cash flows to satisfy its debt service requirements and its capacity to obtain new financing is adequate, there can be no assurance that it will maintain such cash flows and adequate financial structure in the future. Inability to comply with any debt covenant included in Outokumpu's financing documents could result in a default under Outokumpu's debt obligations. This could result in the need to renegotiate Outokumpu's financing as a result of which the terms of financing may weaken.

If any payment default occurs, the Issuer's lenders may elect to declare all of the Issuer's outstanding borrowings, together with accrued interest and fees, to be immediately due and payable. In such circumstances, the lenders under the Issuer's credit agreements also have the right to terminate any commitments to provide further financing. If the Issuer is unable to repay outstanding borrowings when due, the lenders under the credit agreements may have the right to proceed against the Transaction Security in accordance with the Intercreditor Agreement or any other collateral granted to them to secure the debt, which collateral is pursuant to the Terms and Conditions permitted to exist and be granted within the limits set out in Condition 11.6 (Negative pledge). If the payment of debt under the Issuer's credit agreements was accelerated, there can be no assurance that any such collateral would be sufficient to repay the Issuer's debt.

Should any of the above factors materialize, this could have a material adverse effect on Outokumpu's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as on the market price and value of the Notes.

The Issuer may have an obligation to redeem and purchase the Notes prior to maturity

As specified in the Terms and Conditions, the holders of Notes are entitled to demand premature repayment of the Notes in case of an Event of Default (see Condition 12 (*Acceleration of the Notes*)) or a Change of Control Event (see Condition 8.3 (*Mandatory repurchase due to a Change of Control Event (put option)*)). Such premature repayment may have a material adverse effect on the Issuer's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes of such holders of Notes who elect not to exercise their right to get their Notes prematurely repaid as well as the market price and value of such Notes.

In addition, as specified in the Terms and Conditions, the Issuer may at any time purchase Notes in any manner and at any price prior to maturity. Only if such purchases are made through a tender offer, such offer must be available to all holders of Notes on equal terms. The Issuer is entitled to retain, resell or nullify the Notes at its discretion. Consequently, a holder of Notes offering Notes to the Issuer in connection with such purchases may not receive the full invested amount. Furthermore, a holder of Notes may not have the possibility to participate in such purchases. The purchases – whether through tender offer or otherwise – may have a material adverse effect on the Issuer's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes to such holders who do not participate in the purchases as well as the market price and value of such Notes.

Furthermore, in case at least 75% of the aggregate nominal principal amount of the Notes has been repurchased pursuant to a demand by the holders of Notes based on a Change of Control Event, the Issuer is entitled to prepay also the remaining outstanding Notes at a price per Note equal to 101% of the nominal amount of the Note together with accrued but unpaid interest by notifying the holders of Notes of such prepayment. Such early repayment initiated by the Issuer may incur financial losses or damage, among other things, to such holders of Notes who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes.

Such early repayment initiated by the Issuer may incur financial losses or damage, among other things, to such holders of Notes who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes.

The Issuer has a right to redeem and purchase the Notes prior to maturity

As specified in the Terms and Conditions, in addition to the right for the Issuer to redeem remaining Notes in case at least 75% of the aggregate nominal principal amount of the Notes has been repurchased pursuant to a demand by the holders of Notes based on a Change of Control Event, the Issuer is entitled to redeem the Notes at

any time prior to maturity (see Condition 8.4 (*Optional Redemption*)). Before [•] March 2017, the premature redemption can only be made by way of a make-whole call and thereafter at the redemption price calculated in accordance with Condition 8.4 (*Optional Redemption*). Such early redemption by the Issuer may incur financial losses or damage, among other things, to such holders of Notes who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes.

The Issuer may not be able to finance the repurchase of Notes following a Change of Control Event

Upon a Change of Control Event, the holders of Notes are entitled to demand repurchase of the Notes at a price per Note equal to 101% of its nominal amount plus accrued interest to the date of such repurchase. The source for any repurchase required as a result of any such event will be available cash or cash generated from operating activities or other sources, including borrowings, sales of assets, sales of equity or funds provided by subsidiaries of the Issuer. If a Change of Control Event occurs, there can be no assurance that the Issuer will have or will be able to generate sufficient funds to repurchase the Notes that have been requested to be repurchased.

The Issuer is not obliged to compensate for withholding tax or similar on the Notes

In the event of any withholding tax, public levy or similar is imposed in respect of payments to holders of Notes on amounts due pursuant to the Notes, the Issuer is neither obliged to gross-up or otherwise compensate holders of Notes for the lesser amounts the holders of Notes will receive as a result of the imposition of withholding tax or similar nor entitled to a premature redemption of the Notes.

Amendments to the Notes bind all holders of Notes

The Terms and Conditions may be amended in certain circumstances, with the required consent of a defined majority of the holders of Notes. The Terms and Conditions contain provisions for calling meetings of the holders of the Notes to consider matters affecting the interests of the holders of Notes generally. These provisions permit defined majorities to bind all holders of Notes including holders of Notes who did not attend and vote at the relevant meeting and holders of Notes who voted in a manner contrary to the majority.

Rights to payments that have not been claimed within 3 years are prescribed

In case any payment under the Notes has not been claimed within three (3) years from the original due date thereof, the right to such payment shall be prescribed. Such prescription may incur financial losses to such holders of Notes who have not claimed payment under the Notes within three (3) years.

The completion of the transactions relating to the Notes is reliant on Euroclear Finland Ltd's operations and systems

The Notes are issued in the book-entry securities system of Euroclear Finland Ltd, and consequently, no physical securities will be issued. The Notes are dematerialized securities and title to the Notes is recorded and transfers of the Notes are affected only through the relevant entries in the book-entry system and registers maintained by Euroclear Finland Ltd and its account operators. Therefore, timely and successful completion of transactions relating to the Notes depends on the fact that the book-entry securities system is operational. Any malfunction or delay in the book-entry securities systems or failure by any party to the system may result in the transaction not to take place as expected or to be delayed, which may cause financial losses or damage to the holders of Notes whose rights depended on the timely and successful completion of the transaction. The Issuer or any other third party will not assume any responsibility for the timely and full functionality of the book-entry securities system.

The rights of the holders of the Notes depend on the Noteholders' Agent's and Security Agent's actions and financial standing and the ability of the Security Agent to enforce certain of the Transaction Security may be restricted by local law

By subscribing for, or accepting the assignment of, any Note, each holder of a Note will accept the appointment of the Noteholders' Agent (being on the Issue Date CorpNordic Finland Oy) to act on its behalf and to perform administrative functions relating to the Notes, the Intercreditor Agreement and the Transaction Security. The Noteholders' Agent (for and on behalf of the holders of the Notes) has, in turn, entered into the Intercreditor

Agreement appointing the Security Agent as the agent and representative of certain secured creditors, to represent and act for such secured creditors, including the holders of the Notes (acting through the Noteholders' Agent), in relation to the Transaction Security and the Guarantees in accordance with the Intercreditor Agreement.

The Noteholders' Agent shall have, among other things, the right to represent the holders of the Notes in all court and administrative proceedings in respect of the Notes and the sole right and legal authority to represent the holders of the Notes vis-à-vis the Security Agent and only the Security Agent would be entitled to exercise the rights under the Transaction Security and the Guarantees and enforce the same. However, the rights, duties and obligations of the Noteholders' Agent as the representative of the holders of the Notes will be subject to the provisions of the Terms and Conditions and the Agency Agreement, and there is no specific legislation or market practice in Finland which would govern the Noteholders' Agent's performance of its duties and obligations relating to the Notes and, therefore, such matters will be governed by the provisions of the Terms and Conditions, the Agency Agreement and the Intercreditor Agreement as well as general principles of Finnish law. No assurance can be given that the appointment of the agents, or the actions taken by such agents on behalf of the holders of the Notes will be valid and enforceable against all relevant parties. Should such appointments or actions be considered invalid or unenforceable, the holders of the Notes could find it difficult or impossible to enforce the security. Further, any failure by an agent to perform its duties and obligations properly, or at all, may adversely affect the enforcement of the rights of the holders of the Notes due to, for example, inability to realize the security and/or receive any or all amounts payable from the security in a timely and effective manner.

A failure by the Noteholders' Agent to perform its duties and obligations properly or at all may adversely affect the enforcement of the rights of the holders of the Notes. Under the Terms and Conditions, the funds collected by the Noteholders' Agent as the representative of the holders of the Notes must be held separately from the funds of the Noteholders' Agent and be treated as escrow funds to ensure that in the event of the Noteholders' Agent's bankruptcy, such funds can be separated for the benefit of the holders of the Notes. In the event the Noteholders' Agent would fail to separate the funds in an appropriate manner, the funds could be included in the Noteholders' Agent's bankruptcy estate.

The Noteholders' Agent may be replaced by a successor Noteholders' Agent in accordance with the Terms and Conditions. Generally, the successor Noteholders' Agent has the same rights and obligations as the retired Noteholders' Agent. It may be difficult to find a successor Noteholders' Agent with commercially acceptable terms or at all. Further, it cannot be excluded that the successor Noteholders' Agent would not breach its obligations under the above documents or that insolvency proceedings would not be initiated against it.

Neither the Transaction Security nor the Guarantees are granted directly to the holders of the Notes but will be granted only in favor of the Security Agent as agreed in the Intercreditor Agreement and relevant Security Documents. Other creditors may become parties to the Intercreditor Agreement in the future. Among other things, the Intercreditor Agreement governs the enforcement of the Transaction Security, and will provide that, to the extent permitted by applicable law, only the Security Agent has the right to enforce the Transaction Security on behalf of the Secured Parties, the sharing in any recoveries from such enforcement and the release of the Transaction Security and Guarantees by the Security Agent. As a consequence, holders of the Notes may not have direct security interests and will not be entitled to take enforcement action in respect of the Transaction Security, except through the Security Agent, who will follow instructions set forth in the Intercreditor Agreement. For more information, see "*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement*".

In addition, the ability of the Security Agent to enforce the Transaction Security is subject to mandatory provisions of the laws of each jurisdiction in which the Transaction Security is taken. For example, the laws of certain jurisdictions may not allow for an appropriation of certain pledged assets, but require a sale through a public auction and certain waiting periods may apply.

Materialisation of any of the above risks may have a material adverse effect on the enforcement of the rights of the holders of the Notes and the rights of the holders of the Notes to receive payments under the Notes.

The Transaction Security may not be sufficient to cover all the secured liabilities and the enforcement of the security may be delayed or the security may not be enforceable at all

There is no assurance that the Transaction Security, benefiting, among others, the holders of the Notes, will be sufficient to cover all the secured liabilities and, therefore, all the Issuer's payment obligations under the Notes may not be secured, if at all. For example, the Intercreditor Agreement includes a right, under certain conditions, for additional creditors to accede to the Intercreditor Agreement (either as a result of refinancing of the liabilities to the original secured creditors or as a result of incurrence of additional indebtedness) which may increase the amount of secured liabilities and accordingly reduce the proportionate share of the holders of the Notes of the Transaction Security. The receivables of the Holders of the Notes rank *pari passu* with the receivables of the other secured creditors except for certain liabilities owed to the Security Agent, certain enforcement costs of the secured creditors and certain debt under the Liquidity Facility, which will have priority to the enforcement proceeds of the Transaction Security and Guarantees.

In addition, any enforcement may be delayed due to any inability to sell the security assets in a timely and efficient manner.

The enforcement of security will be subject to the procedures and limitations set out in an Intercreditor Agreement

Even if the security were granted and were enforceable, the enforcement is subject to the procedures and limitations agreed in the Intercreditor Agreement. As there are secured creditor groups that would represent a larger portion of the secured liabilities than the holders of the Notes, there can be no assurance as to the ability of the holders of the Notes without the support of the other creditor groups to (through the Noteholders' Agent) instruct the Security Agent to initiate any enforcement procedures. The Intercreditor Agreement also contains limitations on the ability of different creditor groups to take action under the Intercreditor Agreement and, therefore, any enforcement of security may be delayed due to the provisions of the Intercreditor Agreement.

Insolvency administrator may not respect the Intercreditor Agreement

The Intercreditor Agreement contains provisions for the sharing between the Secured Parties of the proceeds received from the enforcement of the Transaction Security and Guarantees. If a Secured Party receives enforcement proceeds or other payments in excess of what is stipulated by the Intercreditor Agreement, such Secured Party is obligated to share such proceeds or payments. However, it is not certain that a bankruptcy administrator of such Secured Party would respect the Intercreditor Agreement which potentially could adversely affect the other Secured Parties.

The shorter tenor of the other Secured Liabilities may have a negative impact on the interests of the Noteholders.

While the Transaction Security secures the Secured Parties *pari passu* (with certain exception), the Notes and the other Secured Liabilities do not have the same tenure and the Issuer may amortise and make prepayments under the other Secured Liabilities without having to make corresponding amortisations or prepayments under the Notes. The shorter tenor of the other Secured Liabilities could have a negative impact on the interests of the Noteholders.

The Intercreditor Agreement and the Security Documents may be amended without the consent of the Noteholders

The Terms and Conditions of the Notes provide for the Noteholders' Agent to agree to amendments and replacement of the Intercreditor Agreement and grant waivers and consents and give written instructions in respect of the Intercreditor Agreement and the Security Documents without consulting the Noteholders provided that the ranking of external debt and the priority of payments under such debt does not become less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date and that in relation to Security Documents such amendment, waiver, consent or instructions do not relate to a release of the Transaction Security except as expressly agreed in the Terms and Conditions. Any of the before-mentioned actions may

result in less beneficial rights and more cumbersome obligations for the Noteholders under the Intercreditor Agreement and the Security Documents.

The Notes and each of the Guarantees are structurally subordinated to present and future liabilities of non-Guarantor subsidiaries

The Noteholders (and the other Secured Parties) benefit from guarantees provided by certain of the Issuer's subsidiaries. In the event of insolvency, liquidation or a similar event relating to one of the guarantors, all other creditors of such subsidiary would be entitled to payment out of the assets of such subsidiary with the same priority as the Noteholders to the extent the Transaction Security does not provide for a prioritised position for the Secured Parties. In case of such an insolvency event in a subsidiary not being a guarantor, an entity within the Group, as a shareholder, or the Noteholders as secured parties in relation to a share pledge over the shares in such subsidiary would be entitled to any payments only after the other creditors have received full payment for their claims. Thus the Notes are in the latter case structurally subordinated to the liabilities of such subsidiaries.

Defaults by, or the insolvency of, certain subsidiaries of the Issuer could result in the obligation of the Group to make payments under parent company financial or performance guarantees in respect of such subsidiaries' obligations or the occurrence of cross defaults on certain borrowings of the Group.

The Guarantees and Transaction Security are subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit their validity and enforceability

According to the Intercreditor Agreement and the Security Documents certain Guarantees and the Transaction Security will be limited to the maximum amount that can be guaranteed or secured by the relevant Guarantor or Security Provider without rendering the relevant Guarantee or Transaction Security voidable or otherwise ineffective under applicable law and enforcement of each Guarantee and Transaction Security would be subject to certain generally available defenses. These laws and defenses include those that relate to corporate benefit, fraudulent transfer or conveyance, voidable preference, financial assistance, corporate purpose, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance and other laws, a court could subordinate or void the Guarantees or Transaction Security granted under the Intercreditor Agreement and by relevant Security Documents and, if payment had already been made under a Guarantee or upon enforcement of the Transaction Security, require that the recipient return the payment to the relevant Guarantor or Security Provider, if the court found that:

- the relevant Guarantee or Transaction Security was incurred with actual intent to hinder, delay or defraud creditors or shareholders of the Guarantor or Security Provider or, in certain jurisdictions, even when the recipient was simply aware that the Guarantor or Security Provider was insolvent when it granted the relevant Guarantee or Transaction Security;
- the Guarantor or Security Provider did not receive fair consideration or reasonably equivalent value for the relevant Guarantee or Transaction Security and the Guarantor or Security Provider was: (i) insolvent or rendered insolvent because of the relevant Guarantee or Transaction Security; (ii) undercapitalized or became undercapitalized because of the relevant Guarantee or Transaction Security; or (iii) intended to incur, or believed that it would incur, indebtedness beyond its ability to pay at maturity;
- the relevant Guarantees or Transaction Security were held to exceed the corporate objective of the Guarantor or Security Provider or not to be in the best interests or for the corporate benefit of the Guarantor or Security Provider; or
- the amount paid or payable under the relevant Guarantee or the enforcement proceeds in respect of the Transaction Security was in excess of the maximum amount permitted under applicable law.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon applicable governing law. Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, is greater than the fair value of all its assets;
- the present fair salable value of its assets is less than the amount required to pay the probable liability on its existing debts and liabilities, including contingent liabilities, as they become due; or
- it cannot pay its debts as they become due.

If a court were to find that the issuance of the Notes or a Guarantee was a fraudulent conveyance or held it unenforceable for any other reason, the court could hold that the payment obligations under the Notes or such Guarantee are ineffective, or require the holders of the Notes to repay any amounts received with respect to the Notes or such Guarantee. In the event of a finding that a fraudulent conveyance occurred, the Noteholders may cease to have any claim in respect of the relevant Guarantor and would be a creditor solely of the Issuer and, if applicable, of the other Guarantors under any Guarantees that have not been declared void.

Additionally, any future pledge of Transaction Security might be avoidable by the security provider (as debtor-in-possession) or by its trustee in bankruptcy (or similar officer) if certain events or circumstances exist or occur, including, among others, if the security provider is insolvent at the time of the pledge, the pledge permits the holders of the Notes to receive a greater recovery than if the pledge had not been given and a bankruptcy proceeding in respect of the security provider is commenced within three months following the pledge, or in certain circumstances, a longer period. In order to receive the benefit of a security interest, the secured creditors must hold secured claims (i.e., the secured party and the creditor have to be the same person).

In addition, under the Terms and Conditions and the Intercreditor Agreement, the Group will be permitted in the future to incur additional indebtedness and other obligations that may share the Transaction Security and Guarantees. The granting of new security interests may require the releasing and retaking of security or otherwise create new hardening periods in certain jurisdictions. The applicable hardening period for these new security interests will run from the moment each new security interest has been granted or perfected. At each time, if the security interest granted or recreated were to be enforced before the end of the respective hardening period applicable in such jurisdiction, it may be declared void or ineffective and it may not be possible to enforce it.

Further, the Guarantees and the Transaction Security, or the enforcement thereof, will be subject to certain contractual or other limitations or subordinated under German or other applicable law. The enforcement of the Guarantees and the Transaction Security will be limited to the extent that the granting of such Guarantees and the Transaction Security is not in the corporate interest of the relevant guarantor or provider of security, would be in breach of capital maintenance or thin capitalization rules or any other general statutory laws or that the burden of such Guarantee or Transaction Security exceed the benefit to the relevant guarantor or provider of security. In particular, contractual limits may be applicable to certain Guarantees or Transaction Security to the extent the granting of such Guarantee or enforcement of relevant Transaction Security would result in a breach of capital maintenance rules or other statutory laws or would cause the directors of any Guarantor or provider of Transaction Security to contravene their duties to incur civil or criminal liability or to contravene any legal prohibition.

Enforcing rights under the Notes or the Guarantees or the Transaction Security across multiple jurisdictions may prove difficult

The Issuer is incorporated under the laws of Finland and certain of the Guarantors and Security Providers are incorporated or organized under the laws of various jurisdictions. The Transaction Security includes the shares of certain of our subsidiaries incorporated under the laws of these jurisdictions. The Guarantees are provided under the Intercreditor Agreement which is governed by English law. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in various jurisdictions. Such multijurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the Noteholders' rights. Noteholders rights under the Notes, the Guarantees and the Transaction Security will be subject to the insolvency and administrative laws of several jurisdictions and there can be no assurance that the Security Agent will be able to effectively enforce the Secured Creditors' rights in such complex, multiple bankruptcy, insolvency or similar proceedings. The multijurisdictional nature of enforcement over the Transaction Security may limit the realizable value of the Transaction Security. The validity of the Transaction Security may be subject to challenge and Transaction Security may be set aside in insolvency proceedings.

Moreover, in certain jurisdictions, it is unclear whether all Transaction Security give the Security Agent a right to prevent other creditors from foreclosing on and realizing the Transaction Security or whether certain security interests only give the Security Agent priority in the distribution of any proceeds of such realization.

Accordingly, the Security Agent and holders of the Notes may not be able to avoid foreclosure by other creditors (including unsecured creditors) on the assets subject to Transaction Security.

Transaction Security and Guarantees may be released under certain circumstances

In addition to the authority for the Security Agent to release relevant part of the Transaction Security and Guarantees and to discharge Secured Liabilities and certain intra-group liabilities in order to facilitate enforcement of Transaction Security or a distressed disposal or appropriation made in accordance with the Intercreditor Agreement, the Intercreditor Agreement provides that in connection with a disposal of an asset by a member of the Group permitted under the terms of the secured financing under non-distressed circumstances, the Security Agent is under the Intercreditor Agreement authorized to release Transaction Security over that asset and where the asset consists of shares in a Group company, Guarantee and Transaction Security granted by such company. Although the Transaction Security shall be released *pro rata* between the Secured Parties and continue to rank *pari passu* between the Secured Parties, such release will impair the security interest and the secured position of the Noteholders.

The Terms and Conditions of the Notes provide that if the Secured Parties representing at least 75 per cent of the Secured Liabilities agree to release all or part of the Transaction Security and/or the Guarantees or the Secured Liabilities (other than in respect of the Notes or other senior notes issued by the Issuer and benefiting from the Transaction Security and/or the Guarantees) have been refinanced (or are agreed to be amended to continue) on an unsecured and/or unguaranteed basis, the Noteholders' Agent shall take all actions required to release such Transaction Security, part thereof and/or the Guarantees, as applicable. After such release, depending on the scope of the release, the Noteholders may become unsecured and unguaranteed and lose priority in case of foreclosure, dissolution, winding-up, liquidation, recapitalisation, administrative or other bankruptcy or insolvency proceedings of any member of the Group.

Please see "*Additional information on the Guarantees, Transaction Security and Intercreditor Agreement*".

Rights in the Transaction Security may be adversely affected by the failure to perfect the Transaction Security

Applicable law may require that a security interest in certain assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party or the security provider. The Transaction Security may not be perfected if the Security Agent or the relevant security provider is not able to or does not take the actions necessary to perfect or maintain the perfection of any such security. Such failure may result in the invalidity of the relevant Transaction Security or adversely affect the priority of such security interest in favor of third parties, including a trustee in bankruptcy and other creditors who claim a security interest in the same Transaction Security. In addition, applicable law may require that certain property and rights acquired after the grant of a general security interest can only be perfected at the time such property and rights are acquired and identified. There can be no assurance that the Security Agent will monitor, or that Outokumpu will inform the Security Agent of, the future acquisition of property and rights that constitute Transaction Security, and that the necessary action will be taken to properly perfect the security interest in such after-acquired collateral. The Security Agent has no obligation to monitor the acquisition of additional property or rights that is purported to be covered by the Transaction Security or the perfection of any security interest therein. Such failure may result in the loss of the security interest in the Transaction Security or adversely affect the priority of the security interest in favor of the Secured Creditors against third parties including a trustee in bankruptcy and other creditors who may claim Transaction Security.

Certain liabilities have priority to the proceeds from the enforcement of Transaction Security and Guarantees and payments in a distressed situation

The proceeds from the enforcement of the Transaction Security and Guarantees as well as in a distressed situation any payments under the receivables covered by the Intercreditor Agreement are pursuant to the Intercreditor Agreement subject to the waterfall set out therein. The waterfall provides for a priority before the Notes to certain liabilities owed to the Security Agent, certain enforcement costs of the Secured Creditors and certain debt under the Liquidity Facility. The priority debt under the Liquidity Facility relates [as of [] 2014] to EUR [] commitments which are on the date of this Prospectus undrawn. The priority in the waterfall for certain other liabilities will decrease the benefit of the Transaction Security and Guarantees and in general payments available to be shared by the Noteholders and accordingly the proportional share available to the Noteholders.

RESPONSIBILITY REGARDING THE PROSPECTUS

The Issuer has furnished the information in this Prospectus and accepts responsibility for the completeness and accuracy of the information presented herein. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

INFORMATION DERIVED FROM THIRD PARTY SOURCES

This Prospectus contains information about Outokumpu's markets and Outokumpu's competitive position therein. Where certain information contained in the Prospectus has been derived from third party sources, such as industry publications, such sources have been identified therein. Industry publications generally state that the information they contain has been obtained from sources believed to be reliable, but the correctness and completeness of such information is not guaranteed. Information compiled and published by the European Steel Association (EUROFER), Steel & Metals Market Research (SMR), CRU (CRU; CRU Ferrochrome Market Service), the American Iron and Steel Institute (AISI), the World Steel Association, the Department of Mineral Resources South Africa, Heinz H. Pariser, and Foreign Trade Statistics has been referred to in this Prospectus under sections "*Information about the Issuer*", "*Industry and Market Overview*" and "*Business Overview*". Outokumpu confirms that such third party information has been accurately reproduced herein and as far as Outokumpu is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. However, Outokumpu or the Lead Managers have not independently verified, and cannot give any assurances as to the appropriateness of, such information. Should this Prospectus contain market data or market estimates in connection with no source has been presented, such market data or market estimate is based on Outokumpu's management's estimates.

AVAILABILITY OF THE PROSPECTUS

This Prospectus is available as of [•], 2014 at the website of the Company at www.outokumpu.com/investors and at the offices of the Company at Riihitontuntie 7, FI-02200 Espoo, Finland. In addition, the Prospectus is available as of [•], 2014 at the service point of the Helsinki Stock Exchange at Fabianinkatu 14, FI-00100 Helsinki.

For the avoidance of doubt, other than the documents incorporated by reference (see "*Information incorporated by reference*") the contents of Outokumpu's website or any other website do not form a part of this Prospectus, and prospective investors should not rely on such information in making their decision to invest in the Notes.

NO CREDIT RATINGS

The Issuer or the Notes have not been assigned any credit ratings at the request or with the co-operation of the Issuer in any rating process.

FORWARD-LOOKING STATEMENTS

Certain statements in the Prospectus, including but not limited to certain statements set forth under "*Summary*", "*Risk Factors*", "*Information about the Issuer*", "*Business Overview*" and "*Financial Information and Prospects*" are based on the beliefs of Outokumpu's corporate management as well as assumptions made by and information currently available to it, and such statements may constitute forward-looking statements. The words "believe", "expect", "anticipate", "intend" or "plan" and similar expressions identify such forward-looking statements.

Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of Outokumpu, or industry results, to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Examples of these risks, uncertainties and other factors include, but are not limited to those discussed in section “*Risk Factors*” in the Prospectus including the following: general economic and business conditions; changes in the competitive market situation; ability to obtain financing on terms that are favourable or consistent with Outokumpu’s expectations; the impact of changes in operating and financing costs, including changes in interest rate level; legislative and judicial developments; and fluctuations in the market price of the Notes. The above examples are not exhaustive and new risks emerge from time to time. In addition to factors that may be described elsewhere in this Prospectus, the factors discussed under “*Risk Factors*” could cause the Outokumpu’s actual results of operations or its financial condition to differ materially from those expressed in any forward-going statement. Should one or more of these or other risks or uncertainties materialise, or should any underlying assumptions prove to be incorrect, the actual results of operations or financial condition of Outokumpu or its ability to fulfil its obligations under the Notes could differ materially from those described herein as anticipated, believed, estimated or expected.

The Issuer does not intend, and does not assume any obligation, to update any forward-looking statements contained herein unless required to do so by applicable legislation.

OTHER INFORMATION

Financial information set forth in a number of tables in this Prospectus has been rounded. Accordingly, in certain instances, the sum of the numbers in a column or row may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this Prospectus reflect calculations based upon the underlying information prior to rounding and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

In this Prospectus, references to “euro” or “EUR” are to the currency of the member states of the EU participating in the European Economic and Monetary Union, references to “U.S. dollar” or “USD” are to the lawful currency of the United States, references to “British pound sterling” refer to the lawful currency of the United Kingdom, references to “Swedish krona” refer to the lawful currency of Sweden, references to “Mexican pesos” refer to the lawful currency of Mexico, and references to “Chinese yuan renminbi” refer to the lawful currency of China.

NOTICE TO CERTAIN EUROPEAN INVESTORS

Notice to Prospective Investors in the European Economic Area (Other than Finland)

This Prospectus has been prepared on the basis that all offers of the Notes in the European Economic Area (the “**EEA**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in the member states of the EEA, from the requirement to produce a prospectus under the Prospectus Directive for offers of securities. Accordingly, any person making or intending to make any offer of the Notes within the EEA should only do so in circumstances in which no obligation arises for the Company or the Lead Managers to publish a prospectus under the Prospectus Directive for such offer. Neither the Company nor the Lead Managers have authorized, nor do they authorize, the making of any offer of securities through any financial intermediary.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) an offer to the public of any Notes may not be made in that Relevant Member State (other than Finland) except that offers to the public in that Relevant Member State may be made pursuant to the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) to legal entities which are qualified investors as defined under the Prospectus Directive;

- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall result in a requirement for the Company or the Lead Managers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Notes to be offered so as to enable an investor to decide to purchase any Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “2010 PD Amending Directive” means Directive 2010/73/EU amending the Prospectus Directive.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom, this Prospectus may be distributed only to, and may be directed at, (a) persons who have professional experience in matters relating to investments falling within Article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or (b) high net worth entities falling within Article 49(2)(a) to (d) of the Order, and other persons to whom it may be lawfully communicated, falling within Article 49(1) of the Order (all such persons together being referred to as “relevant persons”). Any person who is not a relevant person should not act or rely on this document or any of its contents.

Notice to Prospective Investors in Switzerland

This Prospectus, as well as any other material relating to the Notes does not constitute an issue prospectus pursuant to article 652a and/or article 1156 of the Swiss Code of Obligations and may not comply with the Directive for Notes of Foreign Borrowers of the Swiss Bankers Association. The Notes will not be listed on the SIX Swiss Exchange Ltd., and, therefore, the documents relating to the Notes, including, but not limited to, this Prospectus, do not claim to comply with the disclosure standards of the Swiss Code of Obligations and the listing rules of SIX Swiss Exchange Ltd and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange Ltd. The Notes are being offered in Switzerland by way of a private placement (*i.e.*, to a limited number of selected investors only), without any public advertisement and only to investors who do not purchase the Notes with the intention to distribute them to the public. The investors will be individually approached directly from time to time. This Prospectus, as well as any other material relating to the Notes, is personal and confidential and does not constitute an offer to any other person. This Prospectus, as well as any other material relating to the Notes, may not be used in connection with any offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

TERMS AND CONDITIONS OF THE NOTES



TERMS AND CONDITIONS FOR

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1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these terms and conditions (the “**Terms and Conditions**”):

“**Accounting Principles**” means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time, except where specifically stated to refer to such standards as in force on the Issue Date).

“**Additional Senior Financing**” means any indebtedness incurred by any Group Company which is notified to the Security Agent by the Issuer as indebtedness to be treated as “Additional Senior Financing” for the purposes of the Intercreditor Agreement.

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company, irrespective of whether such Group Company is directly registered as owner of such Notes.

“**Affiliate**” means, in relation to any specified Person, another Person directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Agency Agreement**” means the agency agreement entered into on or before the Issue Date, between the Issuer and CorpNordic Finland Oy, or any replacement agency agreement entered into after the Issue Date between the Issuer and a replacing Noteholders’ Agent.

“**Agent**” means the Noteholders’ Agent and the Security Agent, as applicable.

“**Applicable Premium**” means, in relation to a Note, the higher of:

- (a) 1.00 per cent. of the principal amount of such Note; and
- (b) the excess (to the extent positive) of:
 - (i) the present value at relevant Redemption Date of (i) the redemption price of such Note at the First Call Date, (such redemption price expressed in percentage of principal amount), plus (ii) all required interest payments due on such Note to and including the First Call Date, (excluding accrued but unpaid interest to the Redemption Date), computed using (a) a rate per annum equal to the annual yield to maturity of the Comparable Bond, assuming a price equal to the Comparable Bond Price for the Calculation Date plus (b) 0.50 per cent.; over
 - (ii) the outstanding principal amount of such Note, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate.

The Applicable Premium shall be calculated and determined by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate. For the avoidance of doubt, calculation of the Applicable Premium shall not be an obligation or duty of the Noteholders’ Agent or any Issuing Agent.

“**Asset Backed Lending**” means any asset based lending facility or facilities entered into by Outokumpu Stainless USA, LLC (or any other member of the Group the jurisdiction of incorporation or organisation of which is a state of the United States or the District of Columbia) where the aggregate indebtedness outstanding at any time does not exceed EUR 300,000,000.

“**Book-Entry Securities System**” means the OM system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

“**Book-Entry System Act**” means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* 749/2012, as amended).

“**Business Day**” means a day on which the deposit banks are generally open for business in Helsinki.

“**Business Day Convention**” means the first following day that is a CSD Business Day.

“**Calculation Date**” means the third Business Day prior to the Redemption Date.

“**Cash and Cash Equivalent Investments**” means cash and cash equivalents as reported by the Issuer in its consolidated financial statements.

“**Change of Control Event**” means the occurrence of an event or series of events whereby one or more Persons, acting in concert (Fin: *yksissä tuumin toimiminen*), acquire control over the Issuer and where “**control**” means (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the total voting rights represented by the shares of the Issuer (being votes which are capable of being cast at general meetings of shareholders), or (b) the right to, directly or indirectly, appoint or remove at least a majority of the members of the board of directors of the Issuer.

“**Comparable Bond**” means the Bundesobligation OBL[●].

“**Comparable Bond Price**” means (a) the average of five Reference Bond Dealer Quotations, after excluding the highest and lowest of such Reference Bond Dealer Quotations; or (b) if the Issuer obtains fewer than five such Reference Bond Dealer Quotations, the average of all such Reference Bond Dealer Quotations.

“**CSD**” means Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki, Finland or any entity replacing the same as a central securities depository.

“**CSD Business Day**” means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

“**Euro**” and “**EUR**” means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“**Event of Default**” means an event or circumstance specified in paragraphs (a) to (g) of Clause 12.1.

“**Existing Financial Indebtedness**” means the Financial Indebtedness under the facilities listed in Appendix 2 (*Certain Existing Financial Indebtedness*).

“**Final Maturity Date**” means [●].

“**Finance Documents**” means these Terms and Conditions, the Intercreditor Agreement, the Intercreditor Accession Deed, the Transaction Security Documents, any Security Confirmation, any document evidencing Replacing Guarantee or Replacing Security any document by which these Terms and Conditions and any other before mentioned document are amended or any part thereof waived in compliance with Clause 18 (*Amendments and waivers*) and, for the purposes of the Intercreditor Agreement only, also the Agency Agreement.

“**Financial Indebtedness**” means:

- (a) moneys borrowed (including under any bank financing);

- (b) the amount of any liability under any lease or hire purchase contracts which would, in accordance with the Accounting Principles be treated as a finance lease or a capital lease;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from, the fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

“**First Call Date**” means March [●], 2017.

“**Force Majeure Event**” has the meaning set forth in Clause 23.1.

“**Group**” means the Issuer and its Subsidiaries from time to time (each a “**Group Company**”).

“**guarantee**” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any Person or to make an investment in or loan to any Person or to purchase assets of any Person where, in each case, such obligation is assumed in order to maintain or assist the ability of such Person to meet its indebtedness but for the avoidance of doubt excludes any comfort letter that does not include any such obligation.

“**incurrence**” or “**incur**” includes the issuance, assumption, guarantee of, or otherwise becoming liable for, any Financial Indebtedness (including through acquiring an asset, business or entity).

“**Incurrence Test**” means the test set forth in Clause 11.10 (*Financial undertakings*).

“**Insolvent**” means, in respect of a relevant Person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fin: *Konkurssilaki* 120/2004, as amended) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders in their capacity as such) with a view to rescheduling and conversion to equity (or any other unusual discharge) of any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fin: *Laki yrityksen saneerauksesta* 47/1993, as amended) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

“**Instructing Group**” means, at any time, those senior creditors whose senior credit participations at that time aggregate more than 50 per cent. of the total senior credit participations (calculated on the basis of commitments, as applicable) at that time as more precisely described and calculated in accordance with the Intercreditor Agreement.

“Intercreditor Accession Deed” means the intercreditor accession deed dated [on or around the Issue Date] between the Noteholders’ Agent and the Security Agent pursuant to which the Noteholders’ Agent has acceded, or will accede, on behalf of the Noteholders, to the Intercreditor Agreement.

“Intercreditor Agreement” means:

- (a) initially the intercreditor agreement entered into on February 28, 2014 between, among others, the Issuer, the Debtors (as defined in the Intercreditor Agreement), The Law Debenture Trust Corporation p.l.c. as Security Agent, Nordea Bank AB (publ) as agent and the Lenders (as defined in the Intercreditor Agreement) to which the Noteholders’ Agent has acceded, or will accede, on behalf of the Noteholders on or around the Issue Date; and
- (b) any Subsequent Intercreditor Agreement, as applicable.

“Interest” means the interest on the Notes calculated in accordance with Clauses 7.1 to 7.3.

“Interest Bearing Debt” means consolidated short-term and long-term interest bearing liabilities of the Group including without limitation loans from related parties, any indebtedness incurred in respect of any debenture, bond or note, loans from financial institutions, pension loans, indebtedness incurred in respect of the issuance of any commercial paper, indebtedness incurred in respect of finance leases and other current liabilities and other long term liabilities reported under current and long term debt in the consolidated statement of financial position of the latest consolidated financial statements of the Group and excluding accrued interest, derivative liabilities and liabilities directly attributable to assets held for sale.

“Interest Payment Date” means September [●] and March [●] in each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be March [●], 2015 and the last Interest Payment Date shall be the relevant Redemption Date.

“Interest Period” means (i) in respect of the first Interest Period, the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). An Interest Period shall not be adjusted by application of the Business Day Convention.

“Interest Rate” means:

- (a) initially [●] per cent. *per annum.*; and
- (b) as of March [●], 2016 [*100 basis points more than the initial interest rate*] per cent. per annum, provided that if the Rating Release Event has occurred by March [●], 2016, the interest rate in accordance with paragraph (a) above shall apply.

“Issue Date” means September [●], 2014.

“Issuer” means Outokumpu Oyj, a public limited liability company incorporated under the laws of Finland with business identity code 0215254-2.

“Issuing Agency Agreement” means the agreement dated September [●], 2014 regarding services related to the Notes entered into by and between the Issuer and the Issuing Agent in connection with the issuance of the Notes (as amended and restated from time to time).

“Issuing Agent” means Nordea Bank Finland Plc acting as issue agent (Fin: *liikkeeseenlaskijan asiamies*) and paying agent of the Notes for and on behalf of the Issuer, or any other party replacing the same as Issuing Agent in accordance with the regulations of the CSD.

“**Liquidity Facility Agreement**” means the facility agreement dated February 28, 2014 entered into between, among others, Nordea Bank AB (publ) as agent and the Issuer as borrower in respect of a EUR 500,000,000 liquidity facility (as amended from time to time in compliance with the Intercreditor Agreement), defined as Senior 500 Facility Agreement under the Intercreditor Agreement.

“**Material Group Company**” means:

- (a) until the Security Release Event, a provider of Transaction Guarantee;
- (b) until the Security Release Event, a wholly-owned member of the Group that holds shares in any party mentioned in paragraph (a) above;
- (c) a Subsidiary of the Issuer which has assets or net sales (excluding intra-group items) representing five per cent. or more of the assets or net sales of the Group calculated on a consolidated basis; or
- (d) a Subsidiary of the Issuer to which is transferred the whole or substantially the whole of the business, assets and undertaking of another Material Group Company.

Fulfilment of the conditions set out in paragraph (c) above shall be determined by reference to the latest audited consolidated financial statements of the Group as informed by the Issuer to the Noteholders’ Agent in accordance with Clause 10.1.8.

“**Net Interest Bearing Debt**” means Interest Bearing Debt less Cash and Cash Equivalent Investments.

“**Nominal Amount**” has the meaning set forth in Clause 2.4.

“**Noteholder**” means the Person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 6 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Note.

“**Noteholders’ Agent**” means CorpNordic Finland Oy, incorporated under the laws of Finland with corporate registration number 2343108-1, acting for and on behalf of the Noteholders in accordance with these Terms and Conditions, or another party replacing it, as Noteholders’ Agent, in accordance with these Terms and Conditions.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clause 16 (*Noteholders’ Meeting*).

“**Notes**” means debt instruments, each for the Nominal Amount and of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *Velkakirjalaki 622/1947*, as amended) (Fin: *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions.

“**Pension Loan**” means loans from Finnish or Swedish pension insurance companies granted by such company to a member of the Group as a result of the re-borrowing of pension funds deposited with that company by a member of the Group.

“**Permitted Guarantee**” means:

- (a) any Transaction Guarantee;
- (b) any Replacing Guarantee and any corresponding guarantee granted for a third party;
- (c) the endorsement of negotiable instruments in the ordinary course of trade;

- (d) any indemnity or performance or similar guarantee or bond guaranteeing performance (including payment) by a member of the Group under any contract entered into in the ordinary course of day to day business other than in respect of Financial Indebtedness;
- (e) any guarantee relating to a joint venture in which any Group Company is a party to not exceeding in aggregate EUR 50,000,000 at any time;
- (f) any guarantee given in respect of the netting or set-off arrangements permitted under these Terms and Conditions;
- (g) any indemnity given in the ordinary course of the documentation of an acquisition or disposal transaction which indemnity is in a customary form and subject to customary limitations;
- (h) any counter-indemnity in respect of any guarantee issued by a bank or financial institution in respect of any indebtedness under any Pension Loan and any guarantee in relation to any pension obligation;
- (i) any guarantee, indemnity, counter-indemnity, bond or letter of credit given in respect of any leases of real property entered into in the ordinary course of day-to-day business; or
- (j) any guarantee or indemnity not permitted by the preceding paragraphs where the aggregate amount of all actual and contingent liabilities thereunder does not (i) prior to the Security Release Event exceed EUR 50,000,000 and (ii) after the Security Release Event exceed fifteen (15) per cent. of the Group's total consolidated assets at any given time unless the granting of such guarantee is required by law.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"Rating Agency" means any of Standard & Poor's Rating Services and Moody's Investors Service Limited.

"Rating Release Event" means that the Notes have been rated by at least one Rating Agency by March [●], 2016.

"Record Time" means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Notes when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Noteholders is to be made under Clause 13 (*Distribution of proceeds*); and
- (b) in relation to a Noteholders' Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 16.3 or Clause 17.3, as applicable; and
- (c) otherwise, the end of the fifth CSD Business Day prior to another relevant date.

"Redemption Date" means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 8 (*Redemption and repurchase of the Notes*).

"Reference Bond Dealer" means any primary bond dealer selected by the Issuer.

"Reference Bond Dealer Quotations" means the arithmetic average, as determined by the Issuer, of the bid and offer prices for the Comparable Bond (expressed in each case as a percentage of its principal

amount) quoted in writing to the Issuer by any Reference Bond Dealer at 11.00 a.m. (Brussels) on the Calculation Date.

“**Relevant Market**” means the Helsinki Stock Exchange maintained by NASDAQ OMX Helsinki Ltd.

“**Replacing Guarantee**” has the meaning set forth in Clause 9.4 (*Replacing Guarantee and Replacing Security*).

“**Replacing Security**” has the meaning set forth in Clause 9.4 (*Replacing Guarantee and Replacing Security*).

“**Replacing Security Agent**” means any party appointed to hold the Replacing Security and/or Replacing Guarantee on behalf of, among others, the Noteholders.

“**Secured Obligations**” means all present and future liabilities of any Group Company towards the Secured Parties under or in respect of (including refinancing, novation, deferral or extension of) the financings referred to in paragraphs (i)-(v) of Appendix 2 (*Certain Existing Financial Indebtedness*) and all Additional Senior Financings (including for the avoidance of doubt the Notes and the Agency Agreement), in each case both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity, and more precisely having the meaning given to it in the Intercreditor Agreement.

“**Secured Parties**” means the parties, other than Group Companies, to the financings referred to in paragraphs (i)-(v) of Appendix 2 (*Certain Existing Financial Indebtedness*), the Intercreditor Agreement and any Additional Senior Financings, or representatives of such parties, as applicable, and more precisely having the meaning given to it in the Intercreditor Agreement (for the avoidance of doubt including the Noteholders acting through the Noteholders’ Agent and the Noteholders’ Agent).

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any Person, or any other agreement or arrangement having a similar effect.

“**Security Agent**” means The Law Debenture Trust Corporation p.l.c or any successor, transferee, replacement or assignee thereof, which has become the Security Agent in accordance with the Intercreditor Agreement.

“**Security Confirmation**” means any confirmation signed by any of the Security Providers on or about the Issue Date regarding the coverage of the relevant Transaction Security or Transaction Guarantee of the obligations of the Issuer under these Terms and Conditions.

“**Security Provider**” means the Issuer or any of its subsidiaries providing Transaction Security or a Transaction Guarantee or Replacing Security or Replacing Guarantee, as applicable.

“**Security Release Event**” has the meaning set forth in Clause 9.2 (*Release of Transaction Security or Transaction Guarantee*).

“**Senior Secured Notes**” means any senior notes issued by the Issuer which benefit from the Transaction Security and the Transaction Guarantee in accordance with the Intercreditor Agreement.

“**Shareholders’ Equity**” means the amount identified as “Total Equity” in the consolidated balance sheet of the latest consolidated financial statements of the Group, and for avoidance of doubt shall include the sum of the amounts attributable (if any) to share capital, the share premium fund, other reserves and retained earnings minority interests.

“**Subsequent Intercreditor Agreement**” means any intercreditor agreement that will be entered between any of the creditors of the Issuer.

“**Subsidiary**” means, in relation to any Person, any Finnish or foreign legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly, (i) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body, or (iv) exercises control as determined in accordance with the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time).

“**Total Nominal Amount**” means the aggregate Nominal Amount of all the Notes outstanding at the relevant time.

“**Transaction Guarantee**” means the guarantees issued under the Intercreditor Agreement:

- (a) on the Issue Date, by the Issuer, [Outokumpu EMEA Oy (demerger process pending as a result of which Outokumpu EMEA Oy will cease to exist),] Outokumpu Stainless Oy, Orijärvi Oy, Outokumpu Stainless AB, Outokumpu Treasury Belgium NV, Outokumpu Stainless Limited, Outokumpu Holding Italia S.p.A, Outokumpu Stainless Holding GmbH, Outokumpu Nirosta GmbH, Outokumpu Americas, Inc and Outokumpu Stainless USA, LLC; and
- (b) by any other party which after the Issue Date becomes a party to the Intercreditor Agreement as a Guarantor),

guaranteeing the Secured Obligations, to the extent not released in accordance with the Intercreditor Agreement.

“**Transaction Security**” means the security interests created or expressed to be created by the Issuer and its Subsidiaries and listed in [Appendix 3](#) (*Transaction Security*) and any other security interest later created or expressed to be created by the Issuer and its Subsidiaries over any of their assets from time to time, in each case created in favor of the Security Agent as trustee or agent (as applicable) for all of the Secured Parties in respect of the Secured Obligations, to the extent not released in accordance with the Intercreditor Agreement.

“**Transaction Security Documents**” means the documents governing the Transaction Security.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 17 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) an Event of Default is continuing if it has not been remedied or waived;
- (d) a provision of law is a reference to that provision as amended or re-enacted;
- (e) words denoting the singular number shall include the plural and vice versa; and
- (f) a time of day is a reference to Helsinki time.

1.2.2 When ascertaining whether a limit or threshold specified in Euro has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Euro for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recent rate published by the European Central Bank shall be used instead.

1.2.3 No delay or omission of any Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2. ISSUANCE, SUBSCRIPTION AND STATUS OF THE NOTES

2.1 The Notes are denominated in Euro and each Note is constituted by these Terms and Conditions.

2.2 The Notes are offered for subscription in a minimum amount of EUR 100,000 mainly to domestic and international institutional investors outside of the United States of America through a book-building procedure (private placement). The subscription period shall commence and end on September [●], 2014. Bids for subscription shall be submitted to Nordea Bank Finland Plc, Nordea Markets / Institutional Sales, Aleksis Kiven katu 9, Helsinki, FI-00020 NORDEA, Finland, telephone: +358 9 369 50880; Pohjola Bank plc, Debt Capital Markets, Teollisuuskatu 1b, FI-00510 Helsinki, Finland, telephone: +358 10 252 7970; Danske Bank A/S, c/o Danske Bank Oyj, Debt Capital Markets, Hiililaiturinkuja 2, FI-00180 Helsinki, Finland, telephone: +358 10 513 8793; Skandinaviska Enskilda Banken AB (publ), SEB Merchant Banking, Credit Sales G3, Kungsträdgårdsgatan 8, 106 40 Stockholm, Sweden, telephone: +46 8 611 51 96; and Swedbank AB (publ), through Swedbank AB (publ), Finnish branch, Mannerheimintie 14B, 00100 Helsinki, Finland, telephone: + 358 207 469 143. Subscriptions made are irrevocable. All subscriptions remain subject to the final acceptance by the Issuer. The Issuer may, in its sole discretion, reject a subscription in part or in whole. The Issuer shall decide on the procedure in the event of over-subscription. After the final allocation and acceptance of the subscriptions by the Issuer each investor that has submitted a subscription shall be notified by the Issuer whether and, where applicable, to what extent such subscription is accepted. Subscriptions notified by the Issuer as having been accepted shall be paid for as instructed in connection with the subscription. Notes subscribed and paid for shall be entered by the Issuing Agent to the respective book-entry accounts of the subscribers on a date advised in connection with the issuance of the Notes in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of the CSD.

2.3 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder (i) agrees that the Notes shall benefit from and be subject to the Finance Documents, (ii) agrees to be bound by these Terms and Conditions, the Intercreditor Agreement and the other Finance Documents and (iii) agrees that the Noteholders's Agent is authorised to accede to the Intercreditor Agreement for itself and on behalf of the Noteholders. These Terms and Conditions are subject to the Intercreditor Agreement. In the event any discrepancy between these Terms and Condition and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2.4 The nominal amount (Fin: *arvo-osuuden yksikkökoko*) of each Note is EUR 1,000 (the "**Nominal Amount**"). The aggregate nominal amount of the Notes is EUR [●]. All Notes are issued on the Issue Date on a fully paid basis at an issue price of [●] per cent. of the Nominal Amount.

2.5 The Notes constitute direct, unconditional, unsubordinated obligations of the Issuer, except in respect of obligations which have priority pursuant to Clause 13.1, and shall at all times rank *pari passu* and without any preference among them. Until the occurrence of the Security Release Event the Notes constitute secured and guaranteed obligations of the Issuer secured by the Transaction Security and the Transaction Guarantees. The Transaction Security and the Transaction Guarantees also secure a major part of the other borrowings of the Issuer. The priority in respect of enforcement proceeds from the Transaction Security and Transaction Guarantees is referred to in Clause 9.1.6 and includes certain liabilities that have better priority than the Notes to such enforcement proceeds.

2.6 Each Note is freely transferable after it has been registered into the respective book-entry account of a Noteholder but the Noteholders may be subject to purchase or transfer restrictions with regard to the

Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

3. USE OF PROCEEDS

The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for refinancing existing Financial Indebtedness of the Group and mainly for the redemption of the Senior Secured Notes maturing 2015 (at their maturity and/or prematurely).

4. CONDITIONS FOR DISBURSEMENT

4.1 The Issuing Agent shall pay the net proceeds from the issuance of the Notes to the Issuer on the later of (i) the Issue Date and (ii) the day on which the Noteholders' Agent notifies the Issuing Agent as agreed in the Agency Agreement that it has received the following, in form and substance satisfactory to it:

- (a) the Terms and Conditions;
- (b) the Issuing Agency Agreement and the Agency Agreement duly executed by the parties thereto;
- (c) the Intercreditor Accession Deed duly executed by the parties thereto;
- (d) evidence of a notice having been delivered to the Security Agent by the Issuer pursuant to which notice the Issuer designates obligations under the Notes as Additional Senior Financing;
- (e) evidence of the Issuer having notified the Security Agent in writing that the Noteholders' Agent shall be treated, and benefit from the same rights and protective provisions, *mutatis mutandis*, as the representative of the holders of the notes issued by the Issuer and which are due in 2015 and 2016;
- (f) the Security Confirmations[, and copies of related legal opinions addressed to the Security Agent];
- (g) an extract of a resolution from the board of directors of the Issuer, approving (or authorizing the approval of) the issue of the Notes and authorising specified person(s) to approve and execute any documents and take any other action necessary to consummate such issue;
- (h) [evidence that the Person(s) who has/have signed the Intercreditor Accession Deed, the Issuing Agency Agreement and the Agency Agreement on behalf of the Issuer is/are duly authorised to do so;] and
- (i) such other documents and information as is agreed between the Noteholders' Agent and the Issuer.

4.2 The Noteholders' Agent may assume that the documentation delivered to it pursuant to Clause 4.1 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Noteholders' Agent does not have to verify the contents of any such documentation.

4.3 The Noteholders' Agent shall confirm to the Issuing Agent when it has received the documents and evidence referred to in Clause 4.1.

5. NOTES IN BOOK-ENTRY FORM

5.1 The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.

- 5.2** Each Noteholder consents to the Issuer having a right to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the Book-Entry Securities System, such as information recorded in the lists referred to in paragraphs 2 and 3 of Section 3 of Chapter 6 of the Book-Entry System Act kept by the CSD in respect of the Notes and the CSD shall be entitled to provide such information upon request. At the request of the Noteholders' Agent or the Issuing Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Noteholders' Agent or the Issuing Agent, as applicable.
- 5.3** The Noteholders' Agent and the Issuing Agent shall have the right to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes if so permitted under the regulation of the CSD. The Issuer agrees that each of the Noteholders' Agent and the Issuing Agent is at any time on its behalf entitled to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes.
- 5.4** The Issuer shall issue any necessary power of attorney to such persons employed by the Noteholders' Agent as are notified by the Noteholders' Agent, in order for such individuals to independently obtain information referred to in Clause 5.2 directly from the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Noteholders' Agent or unless consent thereto is given by the Noteholders.
- 5.5** The Issuer, the Noteholders' Agent and the Issuing Agent may use the information referred to in Clause 5.2 only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Notes and shall not disclose such information to any Noteholder or third party unless necessary for the before-mentioned purposes.

6. PAYMENTS IN RESPECT OF THE NOTES

- 6.1** Any payments under or in respect of the Notes pursuant to these Terms and Conditions shall be made to the Person who is registered as a Noteholder at the Record Time prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.
- 6.2** If, due to any obstacle affecting the CSD, the Issuer cannot make a payment, such payment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Time.
- 6.3** The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.
- 6.4** All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

7. INTEREST

- 7.1** Each Note carries Interest at the applicable Interest Rate from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.
- 7.2** Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 7.3** Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360 –day basis).
- 7.4** If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is one (1) percentage point higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Noteholders' Agent, the Issuing Agent or the CSD, in which case the Interest Rate shall apply instead.

8. REDEMPTION AND REPURCHASE OF THE NOTES

8.1 Redemption at maturity

The Issuer shall redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

8.2 Issuer's purchase of Notes

The Issuer may at any time and at any price purchase any Notes on the market or in any other way, provided that if purchases are made through a tender offer, the possibility to tender must be made available to all Noteholders on equal terms. The Notes held by the Issuer may at the Issuer's discretion be retained, sold or cancelled by the Issuer.

8.3 Mandatory repurchase due to a Change of Control Event (put option)

8.3.1 Upon the occurrence of a Change of Control Event, each Noteholder shall have the right to request that all, or only some, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event pursuant to Clause 10.1.3 (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.

8.3.2 The notice from the Issuer pursuant to Clause 10.1.3 shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 10.1.3. The repurchase date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 8.3.1.

8.3.3 The Issuer shall comply with the requirements of any applicable securities laws and regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8.3, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8.3 by virtue of the conflict.

8.3.4 Any Notes repurchased by the Issuer pursuant to this Clause 8.3 may at the Issuer's discretion be retained, sold or cancelled.

8.3.5 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.3, if a third party in connection with the occurrence of a Change of Control Event offers to purchase the Notes in the manner and on the terms set out in this Clause 8.3 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 8.3, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit. The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.3.5 if it has exercised its right to redeem all of the Notes in accordance with Clause 8.4 prior to the occurrence of the Change of Control Event.

8.3.6 If Notes representing more than 75 per cent. of the aggregate nominal principal amount of the Notes have been repurchased pursuant to this Clause 8.3, the Issuer is entitled to repurchase all the remaining outstanding Notes at the price stated in Clause 8.3.1 above by notifying the remaining Noteholders of its intention to do so no later than fifteen (15) Business Days after the latest possible repurchase date pursuant to Clause 8.3.2. Such prepayment may occur at the earliest on the tenth CSD Business Day following the date of such notice.

8.4 Optional Redemption

8.4.1 At any time prior to the First Call Date the Issuer may redeem all but not part of the Notes (make-whole call), at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium as of the Redemption Date, and accrued and unpaid interest, to the Redemption Date, subject to the rights of Noteholders on the relevant Record Time to receive interest due on the relevant Interest Payment Date.

8.4.2 On or after the First Call Date, the Issuer may on any one occasion redeem all but not only part of Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest to the Redemption Date, subject to the rights of Noteholders on the relevant Record Time to receive interest due on the relevant Interest Payment Date.

Months from the Issue Date	Redemption Price
at least 30 but less than 42	[●]%
at least 42 but less than 54	[●]%
at least 54 and thereafter	100.00%

8.4.3 The Issuer shall give the Noteholders' Agent notice of any contemplated redemption at least five (5) Business Days prior to the notice being given to the Noteholders.

8.4.4 Redemption in accordance with this Clause 8.4 shall be made by the Issuer giving not less than 30 nor more than 60 days' notice to the Noteholders. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amounts.

8.4.5 Unless the Issuer defaults in the payment of the redemption price, interest will as of the applicable Redemption Date cease to accrue on the Notes called for redemption.

9. TRANSACTION SECURITY

9.1 Transaction Security and Transaction Guarantee

9.1.1 As continuing Security for the due and punctual fulfilment of the Secured Obligations, Transaction Security has been provided in accordance with the terms of the Transaction Security Documents entered into by and between the Issuer and certain Security Providers and the Security Agent as trustee or agent acting on behalf of the Secured Parties and as confirmed by the Security Confirmation.

9.1.2 As continuing security for the due and punctual fulfilment of the Secured Obligations, Transaction Guarantee has been issued in accordance with the terms of the Intercreditor Agreement and as confirmed by the Security Confirmation.

9.1.3 The Transaction Security will be held and administered by the Security Agent. The Transaction Security Documents or Intercreditor Agreement evidencing such Transaction Security, as applicable, have been and in the future will be executed, by the Security Agent for and on behalf of all the Secured Parties in accordance with the Intercreditor Agreement to which the Noteholders' Agent is a party as an agent and representative of the Noteholders.

9.1.4 The Security Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, releasing or enforcing the Transaction Security or the Transaction Guarantees or for any other purposes in accordance with the terms of the Intercreditor Agreement.

- 9.1.5 The Noteholders' Agent shall be entitled to give instructions (on behalf of the Noteholders) relating to the Transaction Security and the Transaction Guarantees to the Security Agent in accordance with the Intercreditor Agreement.
- 9.1.6 The Transaction Security and Transaction Guarantee are shared among the Secured Parties. All the Secured Obligations secured by the Transaction Security or Transaction Guarantee shall rank in right and priority of payment and the Transaction Security and Transaction Guarantee shall secure the Secured Obligations, *pari passu* and *pro rata* without preference between them, except for liabilities owed to the Security Agent, certain costs incurred by the Secured Parties and certain obligations under the Liquidity Facility Agreement which have priority to enforcement proceeds relating to Transaction Security and Transaction Guarantees in accordance with Clause 13 (*Distribution of proceeds*).
- 9.1.7 A creditor, that receives or recovers (including by way of set-off) any amount in excess of what it is permitted to receive pursuant to the Intercreditor Agreement, shall not be entitled to retain such amount and shall promptly pay such amount to the Security Agent for application in accordance with Clause 13 (*Distribution of proceeds*).

9.2 Release of Transaction Security or Transaction Guarantee

- 9.2.1 The Security Agent may at any time (without the prior consent of the Noteholders), release any Transaction Security or Transaction Guarantee in accordance with the terms of the Transaction Security Documents and the Intercreditor Agreement. For the avoidance of doubt the remaining Transaction Security and Transaction Guarantee will continue with the same terms and rank in accordance with the Intercreditor Agreement.
- 9.2.2 In addition to the above Clause 9.2.1 if:
- (a) the Secured Parties representing at least 75 per cent. of the Secured Obligations (calculated in accordance with the Intercreditor Agreement,) agree to release all the Transaction Security and/or the Transaction Guarantee; or
 - (b) the Secured Obligations (save for the Notes and the Senior Secured Notes) have been refinanced (or are agreed to be amended to continue) on an unsecured and/or unguaranteed basis; and
 - (c) provided in each case that no Event of Default is continuing,

such event is regarded as Security Release Event and the Noteholders' Agent is authorised and shall take any action required to release the Transaction Security and/or the Transaction Guarantee, as applicable, on behalf of the Noteholders without separate consent from the Noteholders. The Noteholders' Agent shall enter into required documents and agreements with the Security Agent and any other party and take any other actions in order to effect the release at the cost of the Issuer.

- 9.2.3 In addition to the above Clause 9.2.1 if:
- (a) the Secured Parties representing at least 75 per cent. of the Secured Obligations (calculated in accordance with the Intercreditor Agreement,) agree to release a part of the Transaction Security and/or the Transaction Guarantee; and
 - (b) provided that no Event of Default is continuing,

the Noteholders' Agent is authorised and shall take any action required to release the part to be released of the Transaction Security and/or part of the Transaction Guarantee, as applicable, on behalf of the Noteholders without separate consent from the Noteholders. The Noteholders' Agent shall enter into required documents and agreements with the Security Agent and any other party and take any other actions in order to effect the release at the cost of the Issuer.

9.3 Enforcement of Transaction Security or Transaction Guarantee

- 9.3.1 Only the Security Agent may exercise the rights under the Transaction Security Documents and the Transaction Guarantee and only the Security Agent has the right to enforce the Transaction Security and the Transaction Guarantee based on the instructions given by the Instructing Group under the Intercreditor Agreement.
- 9.3.2 The Noteholders shall not be entitled, individually or collectively, to take any direct action to enforce any rights in their favor under the Transaction Security Documents or the Transaction Guarantee.
- 9.3.3 The Security Agent shall enforce the Transaction Security and Transaction Guarantee in accordance with the terms of the Transaction Security Documents and Intercreditor Agreement.
- 9.3.4 All security and/or guarantee or arrangement having similar effects may be released by the Security Agent, without need for any further referral to or authority from anyone in case of a distress disposal or an appropriation in accordance with the Intercreditor Agreement.

9.4 Replacing Guarantee and Replacing Security

- 9.4.1 If a Security Release Event has occurred and any time after that a guarantee(s) or security is provided for creditors of the Issuer or any Group Company that would result in the level referred to in paragraph (l) under Clause 11.6.3 or paragraph (h) under Clause 11.7 being exceeded, the Issuer undertakes to (and procures that Group Companies, as applicable, will) provide the Noteholders (represented by the Noteholders' Agent):
- (a) a guarantee securing the obligations under these Terms and Conditions equally and rateable with any guarantee to be given for such creditors (the "**Replacing Guarantee**"); or
 - (b) any security securing the obligations under these Terms and Condition rateable with any security to be given for such creditors (the "**Replacing Security**"), as applicable.
- 9.4.2 The Noteholders' Agent shall be entitled to enter into any document (on behalf of the Noteholders) evidencing any Replacing Guarantee or Replacing Security, and is hereby authorised to give instructions relating to the Replacing Security and the Replacing Guarantees on behalf of the Noteholders.
- 9.4.3 In relation to the Replacing Guarantee and Replacing Security the Noteholders Agent shall be entitled to (i) enter into any Subsequent Intercreditor Agreement on behalf of the Noteholders, provided that the ranking of external debt of the Group and the priority of payments among such debt in accordance therewith is not less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date and (ii) to appoint any Replacing Security Agent (or act as the Replacing Security Agent, if there is no appropriate option among the creditor representatives for the other Secured Parties, if any).

10. INFORMATION TO NOTEHOLDERS

10.1 Information from the Issuer

- 10.1.1 The Issuer will make the following information available to the Noteholders by publication on the website of the Issuer:
- (a) as soon as the same become available, but in any event by the relevant date (prescribed under the Finnish Securities Markets Act and the rules and regulations of the Relevant Market) after the end of each financial year, its audited consolidated financial statements for that financial year and annual report;
 - (b) as soon as the same become available, but in any event by the relevant date (prescribed under the rules and regulations of the Helsinki Stock Exchange) after the end of each quarter of its

financial year, its consolidated financial statements or the year-end report (Fin: *tilinpäätöstiedote*) (as applicable) for such period;

- (c) as soon as practicable following an acquisition or disposal by a Group Company of Notes in an amount exceeding ten (10) per cent. of the aggregate Nominal Amount of the Notes, the aggregate Nominal Amount of the Notes held by the Group Companies and the amount of Notes cancelled by the Issuer;
 - (d) any other information required to be disclosed under the Finnish Securities Markets Act (Fin: *Arvopaperimarkkinalaki* 746/2012, as amended) and the rules and regulations of the Relevant Market; and
 - (e) any other information that would, if the Notes were as of the Issue Date listed on the Helsinki Stock Exchange maintained by NASDAQ OMX Helsinki Ltd, be required pursuant to the Rules of the Exchange of NASDAQ OMX Helsinki Ltd (as in force from time to time and on the Issue Date being Rules 4.3.2.3 (*Auditor's report*) and 4.3.3 (*Continuous disclosure requirements*)).
- 10.1.2 The Issuer will inform as soon as practicable at the request of the Noteholders' Agent, the aggregate Nominal Amount of the Notes held by the Group Companies and the amount of Notes cancelled by the Issuer.
- 10.1.3 The Issuer shall immediately notify the Noteholders and the Noteholders' Agent upon becoming aware of the occurrence of a Change of Control Event. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of such Change of Control Event if a definitive agreement is in place providing for a Change of Control Event.
- 10.1.4 The Issuer shall promptly notify the Noteholders' Agent upon the occurrence of the Rating Release Event and provide the Noteholders' Agent with evidence thereof, unless published in accordance with Clause 10.1.1.
- 10.1.5 The Issuer shall immediately notify the Noteholders' Agent upon the release of any Transaction Security/ Replacing Security or Transaction Guarantee/ Replacing Guarantee, as applicable, unless published in accordance with Clause 10.1.1. or unless the Noteholders' Agent has been notified thereof pursuant to the Intercreditor Agreement.
- 10.1.6 When the financial statements and other information are made available to the Noteholders pursuant to Clause 10.1.1, the Issuer shall send copies of such financial statements and other information to the Noteholders' Agent if requested separately by the Noteholders' Agent.
- 10.1.7 The Issuer shall upon:
- (a) the incurrence of Interest Bearing Debt:
 - (i) in respect of which the Issuer is required to make a disclosure (in accordance with paragraphs (d) or (e) under Clause 10.1.1); or
 - (ii) in respect of incurrence of Interest Bearing Debt (other than any utilisation of any credit facility existing on the Issue Date (or facility replacing such facility provided the amount does not exceed the existing facility) or issuance of commercial paper or owed to another Group Company) the amount of which is greater than or equal to EUR 50,000,000 (or its equivalent in other currencies); or
 - (b) a Material Group Company merging with a Person other than another Group Company; or
 - (c) a Material Group Company demerging, if as a result of such demerger or reorganisation any assets and/or operations would be transferred to a Person not being a Group Company,

submit to the Noteholders' Agent a compliance certificate in the form of Appendix 1 (*Form of compliance certificate*) hereto setting out calculations and figures as to whether the Incurrence Test referred to in Clause 11.10 (*Financial undertakings*) is met for the purposes of Clause 11.2.1 and Clause 11.4.1 or, in the case of incurrence of Financial Indebtedness while the Incurrence Test is not met, detailing the type and amount of such Financial Indebtedness permitted in Clause 11.2.2, and, in each case containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it).

10.1.8 The Issuer shall upon request by the Noteholders' Agent, submit to the Noteholders' Agent a list of entities that were Material Group Companies on the basis of the audited consolidated financial statements last published.

10.1.9 The Issuer shall immediately notify the Noteholders' Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Noteholders' Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Noteholders' Agent not receive such information, the Noteholders' Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Noteholders' Agent does not have actual knowledge of such event or circumstance.

10.2 Information from the Noteholders' Agent

Subject to the restrictions of a non-disclosure agreement entered into by the Noteholders' Agent with the Issuer, the Noteholders' Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Noteholders' Agent shall notify the Noteholders of the occurrence of an Event of Default in accordance with Clause 12.3.

10.3 Publication of Finance Documents

The latest version of these Terms and Conditions shall be available on the websites of the Issuer and the Noteholders' Agent. The other Finance Documents shall be available for review to the Noteholders and prospective Noteholders at the office of the Issuer and Noteholders' Agent during normal business hours.

11. UNDERTAKINGS

11.1 General

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 11 for so long as the Notes remain outstanding.

11.2 Financial Indebtedness

11.2.1 Except as provided under Clause 11.2.2, the Issuer shall not (and shall procure that no other Group Company will) incur any Financial Indebtedness, provided that the Issuer and such Group Company may incur Financial Indebtedness if:

- (a) no Event of Default is continuing or would occur as a result thereof; and
- (b) the Incurrence Test is met (for the avoidance of doubt meaning that the Incurrence Test level measured in accordance with Clause 11.10 shall not be exceeded).

11.2.2 Notwithstanding Clause 11.2.1, the Issuer and any other Group Company may incur Financial Indebtedness:

- (a) arising under the Finance Documents;
- (b) existing on the Issue Date and specified in Appendix 2 (*Certain Existing Financial Indebtedness*) (including any unutilised parts thereof) and any refinancing thereof provided that the principal amount of such refinancing does not exceed the principal amount of the Existing Financial Indebtedness being refinanced and that the borrower in respect of such refinancing is the same as the borrower of the Financial Indebtedness being refinanced;
- (c) arising under non-speculative hedging transactions entered into in the ordinary course of business in connection with protection against interest rate, currency or commodity price fluctuations;
- (d) in respect of which a Group Company is the creditor;
- (e) arising under a Permitted Guarantee;
- (f) any guarantee for or constituting Financial Indebtedness permitted by the other paragraphs set out in this Clause 11.2.2 (provided that after the Security Release Event such guarantees are in compliance with Clause 11.7 (*Subsidiary guarantees*));
- (g) of any person acquired by a member of the Group after the date of the Issue Date which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of six months following the date of acquisition;
- (h) under finance or capital leases of vehicles, plant, equipment or computers, provided that the aggregate capital value of all such items so leased under outstanding leases by members of the Group does not exceed EUR 400,000,000 (or its equivalent in other currencies) at any time;
- (i) any commercial paper issued by the Issuer;
- (j) arising under or in respect of any Pension Loan;
- (k) in connection with any cash pooling, netting or setting off arrangement entered into by members of the Group in the ordinary course of their banking arrangements for the purposes of netting debit and credit balances of members of the Group including any overdraft, intra-day limit and other credit facility granted for any such arrangement;
- (l) arising under any Asset Backed Lending;
- (m) arising under a sale of receivables on a recourse basis and the aggregate amount of all trade receivables so secured or sold does not exceed EUR 50,000,000 (or its equivalent in other currencies) at any time;
- (n) any amount of any liability under an agreement in respect of the supply of assets or services under which payment is due no more than 120 days after the date of supply (or such longer period as reflects the payment terms agreed with the supplier as a result of any standard supplier finance programmes or where such longer payment terms reflect the ordinary payment terms offered by that supplier); and
- (o) not permitted by the preceding paragraphs the outstanding principal amount of which does not exceed EUR 200,000,000 (or its equivalent) in aggregate for all members of the Group.

11.3 Continuation of business

The Issuer shall procure that no substantial change is made to the general nature of the business from that carried on by the Group on the Issue Date.

11.4 Mergers and de-mergers

11.4.1 The Issuer shall not (and shall procure that no other Material Group Company will) carry out:

- (a) any merger (or other business combination or corporate reorganisation involving the consolidation of assets and obligations) of the Issuer or such other Material Group Company with any other Person (other than (i) a Group Company provided that the Issuer (if involved) is the surviving entity or (ii) a Person other than a Group Company but then provided that (A) if that Material Group Company is the surviving entity, the Incurrence Test is met and (B) if that Material Group Company (other than the Issuer) is not the surviving entity, the Incurrence Test is met and the merger consideration, to the extent payable in cash, is applied in accordance with Clause 11.5.2 (if such application would be required if the merger would have been carried out as a disposal));
- (b) any demerger (or a corporate reorganisation having the same or equivalent effect) of the Issuer;
- (c) any demerger (or a corporate reorganisation having the same or equivalent effect) of a Material Group Company other than the Issuer, if as a result of such demerger or reorganisation any assets and/or operations would be transferred to a Person not being a Group Company, unless the Incurrence Test is met and the demerger consideration, to the extent in cash, is applied in accordance with Clause 11.5.2 (if such application would be required if the merger would have been carried out as a disposal); or
- (d) any liquidation of the Issuer.

11.4.2 Each Noteholder agrees, with respect to the Notes it holds, not to exercise, and hereby waives in advance, its right in accordance with the Finnish Companies Act (Fin: *Osaakeyhtiölaki* 624/2006, as amended) to object to any merger or demerger if (and only if) such merger or demerger (as applicable) (a) is not prohibited under these Terms and Conditions or (b) has been consented to by the Noteholders in a Noteholders' Meeting or by way of a Written Procedure.

11.5 Disposals

11.5.1 The Issuer shall not (and shall procure that no other Group Company will) sell, transfer or otherwise dispose of all or a substantial part of the Group's assets (including shares or other securities in any Person) or operations (other than to the Issuer or a member of the Group), outside the ordinary course of trading of the Group, unless such sale, transfer or disposal:

- (a) is lawful payment of dividends or other distribution of funds in compliance with applicable company law; or
- (b) is carried out at fair market value on terms and conditions customary for such transactions; or
- (c) is arising under a sale of receivables on a non-recourse basis.

11.5.2 If any cash proceeds from a sale, transfer or disposal of assets (whether by a single transaction or a series of transactions that can be deemed a single transaction and other than cash received from any sale of receivables or relating to the cash management of the Group) referred to in Clause 11.5.1 above exceed EUR 50,000,000 (or its equivalent in other currencies) (the "**Cash Proceeds**") the Issuer:

- (a) may within twelve (12) months after receipt thereof apply, and/or cause such Group Company to apply, such Cash Proceeds at its option only to make an investment in properties and/or assets that will be used in the business of the Group or in repayment or discharge of any Financial Indebtedness incurred by the Group Companies; and
- (b) shall, to the extent the Cash Proceeds are not applied in accordance with paragraph (a) above, apply the remaining Cash Proceeds towards repayment or discharge of any Financial

Indebtedness incurred by the Group Companies without delay after the expiry of the twelve month period referred to in (a) above,

or as an alternative way to fulfil the requirement under paragraphs (a) and (b) the Issuer may offer to repurchase the Notes for the higher of (i) their Nominal Amount and (ii) the fair market value of the Notes, in which case the requirement under paragraphs (a) and (b) shall be deemed fulfilled irrespective of whether any Notes are so repurchased.

11.5.3 For the avoidance of doubt, Cash Proceeds required to be applied in accordance with Clause 11.5.2 above shall be the entire amount of such proceeds and not only the amount in excess of EUR 50,000,000.

11.6 Negative pledge

11.6.1 Except as provided under Clause 11.6.2 or Clause 11.6.3 (as applicable), the Issuer shall not (and shall procure that no other Material Group Company will):

- (a) create or allow to subsist any Security over any of its assets;
- (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or reacquired by any Group Company;
- (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
- (e) enter into any other preferential arrangement having a similar effect,

in respect of items (b) to (e), in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

11.6.2 Prior to the Security Release Event Clause 11.6.1 does not apply to:

- (a) any Transaction Security;
- (b) any Replacing Security;
- (c) any lien or set-off arrangement arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (d) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group and any lien arising under the general terms and conditions of banks or Sparkassen (*Allgemeine Geschäftsbedingungen der Banken oder Sparkassen*) with whom any member of the Group maintains a banking relationship in the ordinary course of business;
- (e) any payment or close out netting or set-off arrangement pursuant to any hedging transaction or foreign exchange transaction entered into by a member of the Group which constitutes Financial Indebtedness permitted under the Clause 11.2.2, excluding any credit support arrangement;
- (f) any Security over or affecting any asset or business of any company which becomes a Group Company, or pertaining to any asset or business acquired by a Group Company, after the Issue Date, where the Security is created prior to the date on which that company becomes a Group Company, or that asset or business is acquired by a Group Company, if: (i) the Security was not created in contemplation of the acquisition of that company, asset or business; (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company,

asset or business; and (iii) the Security is removed or discharged within six months of that company becoming a Group Company or that asset or business being acquired by a Group Company;

- (g) any Security arising under any retention of title, extended retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (h) any Security arising as a consequence of any finance or capital lease permitted pursuant to these Terms and Conditions;
- (i) any Security over the Tornio site securing indebtedness under any Pension Loans or other pension obligations;
- (j) any Security granted by Outokumpu Stainless USA, LLC (or any other member of the Group the jurisdiction of incorporation or organisation of which is a state of the United States or the District of Columbia) over its trade receivables, inventory, bank account and any credit insurance as security for its indebtedness under any Asset Backed Lending;
- (k) any lien created or subsisting in order to comply with section 8a of the German "Altersteilzeitgesetz" or pursuant to section 7e of the German Social Law Act No. 4 (*Sozialgesetzbuch IV*);
- (l) any Security created in favour of a tax authority where a member of the Group is contesting a tax claim in good faith;
- (m) any Security in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
- (n) any Security created by Shanghai Krupp Stainless Co. Ltd. over its assets to secure any indebtedness under any facility pursuant to which it is the borrower;
- (o) any Security relating to a joint venture in which any Group Company is a party to not exceeding in aggregate EUR 50,000,000 at any time; and
- (p) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (o) above) does not exceed EUR 200,000,000 (or its equivalent in other currencies).

11.6.3 After the Security Release Event, Clause 11.6.1 shall not apply to:

- (a) any lien or set-off arrangement arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group and any lien arising under the general terms and conditions of banks or Sparkassen (*Allgemeine Geschäftsbedingungen der Banken oder Sparkassen*) with whom any member of the Group maintains a banking relationship in the ordinary course of business;
- (c) any payment or close out netting or set-off arrangement pursuant to any hedging transaction or foreign exchange transaction entered into by a member of the Group which constitutes Financial Indebtedness permitted under the Clause 11.2.2, excluding any credit support arrangement;

- (d) any Security over or affecting any asset or business of any company which becomes a Group Company, or pertaining to any asset or business acquired by a Group Company, after the Issue Date, where the Security is created prior to the date on which that company becomes a Group Company, or that asset or business is acquired by a Group Company, if: (i) the Security was not created in contemplation of the acquisition of that company, asset or business; (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company, asset or business; and (iii) the Security is removed or discharged within six months of that company becoming a Group Company or that asset or business being acquired by a Group Company;
- (e) any Security arising under any retention of title, extended retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (f) any Security arising as a consequence of any finance or capital lease permitted pursuant to these Terms and Conditions;
- (g) any Security over the Tornio site securing indebtedness under any Pension Loans or other pension obligations;
- (h) any lien created or subsisting in order to comply with section 8a of the German "Altersteilzeitgesetz" or pursuant to section 7e of the German Social Law Act No. 4 (Sozialgesetzbuch IV);
- (i) any Security created in favour of a tax authority where a member of the Group is contesting a tax claim in good faith;
- (j) any Security in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
- (k) any Replacing Security securing equally and rateable the Issuer's obligations under these Terms and Conditions; and
- (l) any Security not permitted pursuant to paragraphs (a) to (k) securing Financial Indebtedness that in aggregate does not exceed fifteen (15) per cent. of the Group's total consolidated assets at any given time unless the granting of such Security is required by law.

11.7 Subsidiary guarantees

At any time after the Security Release Event, the Issuer shall procure that none of its Subsidiaries grant guarantees in respect of the Interest Bearing Debt of the Issuer or any other Group Company, except for:

- (a) guarantees by such Subsidiaries for the obligations of their Subsidiaries;
- (b) guarantees by such Subsidiaries for the obligations of any other Group Company in favour of another Group Company;
- (c) the Transaction Guarantees;
- (d) the endorsement of negotiable instruments in the ordinary course of trade;
- (e) any guarantee given in respect of the cashpooling, netting or set-off arrangements permitted under the Terms and Conditions including any overdraft, intra-day limit and other credit facility granted for any such arrangement;

- (f) any counter-indemnity in respect of any guarantee issued by the Issuer in respect of any indebtedness of such Subsidiary;
- (g) any Replacing Guarantee and any corresponding guarantee granted for a third party; and
- (h) any guarantee guaranteeing Financial Indebtedness (not permitted pursuant to paragraphs (a) - (g)) that in aggregate does not exceed fifteen (15) per cent. of the Group's total consolidated assets at any given time unless the granting of such guarantee is required by law.

11.8 Compliance with laws

The Issuer shall (and shall procure that each other Group Company will) comply with all laws and regulations to which it may be subject from time to time, if failure so to comply would materially impair its ability to perform its payment obligations under the Notes.

11.9 Related party transactions

The Issuer shall (and shall procure that each other Group Company will) conduct all dealings with the direct and indirect shareholders of the Group Companies and/or any Affiliates of such direct or indirect shareholders at arm's length.

11.10 Financial undertakings

11.10.1 The Incurrence Test for the purposes of Clause 11.2.1 and Clause 11.4.1 (when applicable) is met (for the avoidance of doubt meaning that the Incurrence Test level defined below shall not be exceeded) if the ratio of Net Interest Bearing Debt to Shareholders' Equity (*Gearing*) does not exceed:

From the Issue Date until March 31, 2016	145 per cent.
From April 1, 2016 until December 31, 2016	140 per cent.
From January 1, 2017 onwards	130 per cent.

calculated in accordance with the calculation principles set out in this Clause 11.10.

11.10.2 The ratio of Net Interest Bearing Debt to Shareholders' Equity for purposes of the Incurrence Test shall be calculated in accordance with the Accounting Principles and by reference to the latest financial statements published pursuant to paragraphs (a) and (b) of Clause 10.1.1 and using end of the period values for balance sheet items but the Net Interest Bearing Debt shall (a) in respect of an Incurrence Test for the purposes of Clause 11.2.1 include the new Interest Bearing Debt incurred and (b) in respect of an Incurrence Test for the purposes of Clause 11.4.1(a) the figures for Shareholders' Equity and Net Interest Bearing Debt shall be adjusted so that the effect of merging entities shall be included.

11.11 Admission to trading

11.11.1 The Issuer shall use its best efforts to ensure that the loan constituted by these Terms and Conditions and evidenced by the Notes is admitted to trading on the Relevant Market, and that it remains admitted or, if such admission to trading is not possible to obtain or maintain, admitted to trading or traded on another regulated market or multilateral trading facility (each as defined in Directive 2004/39/EC on markets in financial instruments).

11.11.2 Following an admission to trading, the Issuer shall take all actions on its part to maintain the admission for as long as any Notes are outstanding, but not longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Relevant Market and the CSD, subsist.

11.12 Undertakings relating to the Agency Agreement

11.12.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Noteholders' Agent;
- (b) indemnify the Noteholders' Agent for costs, losses and liabilities;
- (c) furnish to the Noteholders' Agent all information requested by or otherwise required to be delivered to the Noteholders' Agent; and
- (d) not act in a way which would give the Noteholders' Agent a legal or contractual right to terminate the Agency Agreement.

11.12.2 The Issuer and the Noteholders' Agent shall not amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

12. ACCELERATION OF THE NOTES

12.1 Except as may be restricted pursuant to Clause 12.7, the Noteholders' Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least twenty-five (25) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Noteholder at the end of the Business Day on which the demand is received by the Noteholders' Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 12.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Noteholders' Agent determines, and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;
- (b) the Issuer or any other Material Group Company does not comply with any terms or conditions of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) above) and such non-compliance has a detrimental effect on the interests of the Noteholders, unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within twenty (20) Business Days of the earlier of the Noteholders' Agent giving notice and the Issuer becoming aware of the non-compliance;
- (c) any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders;
- (d) the Issuer or any Material Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;

- (e) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any material asset of the Issuer or any Material Group Company and is not discharged within fourteen (14) Business Days;
 - (f) any Financial Indebtedness of a Material Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (f) if (i) any relevant payment to be made is contested in good faith and as long as it has not resulted in a payment obligation of the relevant member of the Group (confirmed by a court, arbitral tribunal or a government authority, subject to Clause 12.5) or (ii) the aggregate amount of Financial Indebtedness referred to herein is less than EUR 20,000,000 (or its equivalent in other currencies); or
 - (g) The Issuer or a Material Group Company ceases or threatens to cease all or a material part of its business.
- 12.2** The Noteholders' Agent may not accelerate the Notes in accordance with Clause 12.1 by reference to a specific Event of Default if it is no longer continuing.
- 12.3** The Noteholders' Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Noteholders' Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Notes and the Noteholders' Agent considers that withholding the notice is not detrimental to the interests of the Noteholders. The Noteholders' Agent shall, within twenty (20) Business Days of the date on which the Noteholders' Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Notes, within sixty (60) Business Days), decide if the Notes shall be so accelerated. If the Noteholders' Agent decides not to accelerate the Notes, the Noteholders' Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*). The Noteholders' Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.
- 12.4** If the Noteholders instruct the Noteholders' Agent to accelerate the Notes, the Noteholders' Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Noteholders Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, subject to the terms of the Intercreditor Agreement, unless the relevant Event of Default is no longer continuing.
- 12.5** If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 12.6** In the event of an acceleration of the Notes in accordance with this Clause 12, the Issuer shall redeem all Notes at an amount per Note equal to 100 per cent. of the Nominal Amount.
- 12.7** Pursuant to the Intercreditor Agreement the Noteholders and the Noteholders' Agent are restricted from taking enforcement action in respect of the Finance Documents without a consent of the holders of at least $66 \frac{2}{3}$ % of the Secured Obligations (as more precisely calculated in accordance with the Intercreditor Agreement constituting Majority Senior Creditors under the Intercreditor Agreement), except for:
- (a) in insolvency proceedings taking any enforcement action, other than in respect of enforcement of Transaction Security or entering into any compromise with the Issuer or any Guarantor being the subject of the insolvency proceeding;

- (b) making a claim in the winding-up, dissolution, administration, reorganization or similar insolvency event of the Issuer or a Guarantor for liabilities under the Notes owed to the Noteholders;
- (c) following the occurrence of an Event of Default acceleration of the Notes or other Secured Obligations owed to the Noteholders or the Noteholders' Agent in accordance with these Terms and Conditions; and
- (d) suing for, commencing or joining any legal or arbitration proceedings against the Issuer or any provider of Transaction Security or Transaction Guarantee to recover the Secured Obligations owed to the Noteholders in accordance with these Terms and Conditions.

13. DISTRIBUTION OF PROCEEDS

13.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 12 (*Acceleration of the Notes*) or any other Secured Obligations in accordance with their terms and any proceeds received from an enforcement of the Transaction Security and the Transaction Guarantee (in each case to the extent proceeds from the Transaction Security and the Transaction Guarantee can be applied towards satisfaction of the Secured Obligations) shall be distributed as set out in the Intercreditor Agreement in the following order:

- (a) *first*, in or towards payment *pro rata* and *pari passu* basis in discharging any sums owing to the Security Agent, any receiver or any delegate of the Security Agent;
- (b) *secondly*, on a *pro rata* and *pari passu* basis, in discharging all costs and expenses incurred by any senior creditor in connection with any realisation or enforcement of the Transaction Security or Transaction Guarantees taken in accordance with the Intercreditor Agreement or any action taken at the request of the Security Agent in accordance with the Intercreditor Agreement;
- (c) *thirdly*, to the agent under the Liquidity Facility Agreement on behalf of lenders of facility A under the Liquidity Facility Agreement for application towards discharge of the liabilities owing under such facility A in accordance with the Liquidity Facility Agreement (the commitments of such facility A being on the date of the commencement of the subscription period for the Notes EUR 250,000,000 and such commitments being or to be cancelled by the amount equal to the net proceeds of the Notes on or around the Issue Date);
- (d) *fourthly*, on a *pro rata* basis to the Secured Parties for application towards the discharge of Secured Obligations (not covered by the above paragraphs);
- (e) *fifthly*, if none of the debtors under the Intercreditor Agreement is under any further actual or contingent liability under the documents evidencing Secured Obligations, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any such debtor; and
- (f) *sixthly*, the balance if any, in payment or distribution to the relevant debtor.

13.2 Any amount which in compliance with the Intercreditor Agreement (if applicable) is payable in respect of the Notes shall be applied in the following order of priority, in accordance with the instructions of the Noteholders' Agent:

- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Noteholders' Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders) and/or the Issuing Agent in accordance with the Issuing Agency Agreement, (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, exercising rights for the enforcement of Transaction Security, Transaction Guarantee, Replacing Security or Replacing Guarantee or the protection of the Noteholders' rights in each case as may have been incurred by the Noteholders' Agent, (iii)

any costs incurred by the Noteholders' Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 19.3.7, and (iv) any costs and expenses incurred by the Noteholders' Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.12;

- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date) and default interest payable pursuant to Clause 7.4;
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer or the Security Provider, that provided Transaction Security/ Transaction Guarantee or Replacing Security/ Replacing Guarantee that was enforced, as appropriate.

- 13.3** If a Noteholder or another party has with the consent of the Noteholders' Agent paid any fees, costs, expenses or indemnities referred to in Clause 13.2(a), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 13.2(a).
- 13.4** Funds that the Noteholders' Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Transaction Security or Transaction Guarantee or Replacing Security or Replacing Guarantee, as applicable, constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Noteholders' Agent shall arrange for payments of such funds in accordance with this Clause 13 as soon as reasonably practicable.
- 13.5** If the Issuer or the Noteholders' Agent shall make any payment under this Clause 13, the Issuer or the Noteholders' Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Time, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Time specified in Clause 6.1 shall apply.

14. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 14.1** If any Person other than a Noteholder wishes to exercise any rights specifically allocated to Noteholders under the Finance Documents, it must obtain a power of attorney from the Noteholder or a successive, coherent chain of powers of attorney starting with the Noteholder and authorising such Person or provide other evidence of ownership or authorisation satisfactory to the Noteholders' Agent.
- 14.2** A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 14.3** The Noteholders' Agent shall only have to examine the face of a power of attorney or other evidence of authorisation that has been provided to it pursuant to Clause 14.1 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Noteholders' Agent.

15. DECISIONS BY NOTEHOLDERS

- 15.1** A request by the Noteholders' Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Noteholders' Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.

- 15.2** Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Noteholder on the Business Day immediately preceding the day on which the request is received by the Noteholders' Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Noteholders' Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Noteholders' Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the opinion of the Noteholders' Agent more appropriate that a matter is dealt with at a Noteholders' Meeting or by way of a Written Procedure, the Noteholders' Agent shall have the right to decide where such matter shall be dealt with.
- 15.3** The Noteholders' Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Noteholders' Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 15.4** Only a Person who is, or who, directly or indirectly, has been provided with a power of attorney pursuant to Clause 14 (*Right to act on behalf of a Noteholder*) from a Person who is registered as a Noteholder:
- (a) at the Record Time on the CSD Business Day specified in the communication *pursuant* to Clause 16.3, in respect of a Noteholders' Meeting, or
 - (b) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 17.3, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure in respect of Notes held by such Person at the relevant Record Time, provided that the relevant Notes are included in the Adjusted Nominal Amount.
- 15.5** The following matters shall require the consent of Noteholders representing at least 75 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3:
- (a) a change to the terms of any of Clause 2.1, and Clauses 2.5 and 2.6;
 - (b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 8 (*Redemption and repurchase of the Notes*);
 - (c) a change to the Interest Rate or the Nominal Amount;
 - (d) a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of proceeds*);
 - (e) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15;
 - (f) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
 - (g) a release of the Transaction Security or Transaction Guarantee provided under the Transaction Security Documents or Intercreditor Agreement, as applicable, (except in accordance with the Intercreditor Agreement and Clause 9.2 (*Release of Transaction Security or Transaction Guarantee*));

- (h) any amendment of the Intercreditor Agreement or replacement by Subsequent Intercreditor Agreement whereby the ranking of external debt of the Group and the priority of payments among such debt becomes less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date;
 - (i) any amendment or release of any Transaction Security Document (subject to the terms of the Intercreditor Agreement and not covered by Clause 18 (*Amendment and Waivers*));
 - (j) a mandatory exchange of the Notes for other securities; and
 - (k) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 12 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.
- 15.6** Any matter not covered by Clause 15.5 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment or waiver permitted pursuant to Clause 18.1(a), (b), (d), (e), (f), (g) or (h) which does not require any further consent of the Noteholders) or an acceleration of the Notes or the exercise of the rights of the Noteholders to enforce any Transaction Security, Transaction Guarantee, Replacing Security or Replacing Guarantee, as applicable.
- 15.7** Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.5, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 15.8** If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Noteholders' Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 16.1) or initiate a second Written Procedure (in accordance with Clause 17.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 15.7 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 15.9** Any decision which extends or increases the obligations of the Issuer or the Noteholders' Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Noteholders' Agent, under the Finance Documents shall be subject to the Issuer's or the Noteholders' Agent's consent, as applicable.
- 15.10** The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 15.11** A matter decided at a duly convened and held Noteholders' Meeting or by way of a Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure.
- 15.12** All costs and expenses incurred by the Issuer or the Noteholders' Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Noteholders' Agent, shall be paid by the Issuer.

15.13 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Noteholders' Agent provide the Noteholders' Agent with a certificate specifying the number of Notes owned by Group Companies, irrespective of whether such Person is directly registered as owner of such Notes. The Noteholders' Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company.

15.14 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders and published on the websites of the Issuer and the Noteholders' Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Noteholders' Agent, as applicable.

16. NOTEHOLDERS' MEETING

16.1 The Noteholders' Agent shall convene a Noteholders' Meeting by sending a notice thereof to the CSD and each Noteholder no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).

16.2 Should the Issuer want to replace the Noteholders' Agent, it may convene a Noteholders' Meeting in accordance with Clause 16.1 with a copy to the Noteholders Agent. After a request from the Noteholders pursuant to Clause 19.5.4, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 16.1.

16.3 The notice pursuant to Clause 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights at the meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.

16.4 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the date of the notice.

16.5 Without amending or varying these Terms and Conditions, the Noteholders' Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Noteholders' Agent may deem appropriate.

17. WRITTEN PROCEDURE

17.1 The Noteholders' Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the CSD and each Person who is registered as a Noteholder at the Record Time prior to the date on which the communication is sent.

17.2 Should the Issuer want to replace the Noteholders' Agent, it may send a communication in accordance with Clause 17.1 to each Noteholder with a copy to the Noteholders' Agent.

17.3 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 17.1).

If the voting is to be made electronically, instructions for such voting shall be included in the communication.

- 17.4** When a consent from the Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.5 or 15.6 has been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.5 or 15.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18. AMENDMENTS AND WAIVERS

- 18.1** The Issuer and the Noteholders' Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document (or where such amendment or waiver is restricted by the Intercreditor Agreement take such action in respect of the Notes as may be taken with a view to such amendment or waiver being made in accordance with the Intercreditor Agreement), provided that:

- (a) such amendment or waiver is not detrimental to the interest of the Noteholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes; or
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*); or
- (d) such amendment is needed for the release of the Transaction Security in accordance with Clause 9.2 (*Release of Transaction Security or Transaction Guarantee*); or
- (e) any such amendment of the Intercreditor Agreement or replacement by Subsequent Intercreditor Agreement which does not result in the ranking of external debt of the Group and the priority of payments among such debt to become less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date; or
- (f) such amendment or waiver or a consent or written instruction is required to comply with or carry out the intentions of the Intercreditor Agreement and the Transaction Security Documents; or
- (g) such amendment or waiver or a consent or a written instruction relates to any other amendment or waiver in respect of the Transaction Security than the release thereof; or
- (h) such amendment is entered into to enable any refinancing or replacement of any Secured Obligations *pari passu* with the other Secured Obligations and which does not benefit from any guarantees or security beyond those benefiting the other Secured Parties and which matures on or after 28 February 2017.

- 18.2** The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.

- 18.3** The Noteholders' Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.

- 18.4** An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Noteholders' Agent, as the case may be.

19. APPOINTMENT AND REPLACEMENT OF THE AGENTS

19.1 Appointment of Noteholders' Agent

19.1.1 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder:

- (a) agrees to and accepts the appointment of the Noteholders' Agent to act as its agent and representative in all matters relating to the Notes and the Finance Documents (including, for the avoidance of doubt, under the Intercreditor Agreement), and authorises the Noteholders Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder (including any legal or arbitration proceeding relating to the enforcement of the Transaction Security, Transaction Guarantee or perfection, preservation, protection or enforcement of the Replacing Security or Replacing Guarantee (to the extent included in the role of the Noteholders' Agent)) and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Noteholders' Agent by these Terms and Conditions and the Intercreditor Agreement together with all such rights, powers, authorities and discretions as are incidental thereto;
- (b) agrees to and accepts that, upon the Noteholders' Agent delivering an acceleration notice in accordance with Clause 12.1, it will be considered to have irrevocably transferred to the Noteholders' Agent all its procedural rights and legal authority to claim and collect any and all receivables under the Notes, exercise any right for the enforcement of the Transaction Security, Transaction Guarantee, Replacing Security or Replacing Guarantee (to the extent included in the role of the Noteholders' Agent) and to receive any funds in respect of the Notes (Fin: *prokurasiirto*) the Transaction Security, Transaction Guarantee, Replacing Security or Replacing Guarantee as a result of which transfer, the Noteholders' Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders); and
- (c) agrees and accepts that the Noteholders' Agent shall have the rights, protections and benefits of the Intercreditor Agreement.

19.1.2 Each Noteholder shall immediately upon request provide the Noteholders' Agent with any such documents (in form and substance satisfactory to the Noteholders' Agent) that the Noteholders' Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Noteholders' Agent is under no obligation to represent a Noteholder which does not comply with such request if due to such failure the Noteholders' Agent is unable to represent such Noteholder.

19.1.3 The Issuer shall promptly upon request provide the Noteholders' Agent with any documents and other assistance (in form and substance satisfactory to the Noteholders' Agent), that the Noteholders' Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

19.1.4 The Noteholders' Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Noteholders' Agent's obligations as Noteholders' Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

19.1.5 The Noteholders' Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 Security Agent

19.2.1 Under the Intercreditor Agreement (acceded or to be acceded by the Noteholders' Agent on behalf of the Noteholders) the Security Agent has been appointed as the trustee, agent or representative (as

applicable) of the Secured Parties, to represent and act for the Secured Parties in relation to the Transaction Security and Transaction Guarantee. By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder accepts the appointment of the Security Agent as well as other terms of the Intercreditor Agreement and undertakes to act in accordance with the Intercreditor Agreement.

- 19.2.2 In accordance with the Intercreditor Agreement, the Security Agent shall execute each Transaction Security Document and hold the Transaction Security and Transaction Guarantee created thereunder as trustee, agent or representative (as applicable) for and on behalf of all the Secured Parties pursuant to the Intercreditor Agreement. The Security Agent shall have no duties or responsibilities with respect to the Transaction Security, except for those set out in the Intercreditor Agreement and the Transaction Security Document.
- 19.2.3 Pursuant to the Intercreditor Agreement and the Transaction Security Documents, all the rights, powers, authorities and discretions under the Transaction Security Documents and Transaction Guarantee may only be exercised by the Security Agent (exclusively) for and on behalf of the Secured Parties (including the Noteholders).
- 19.2.4 Each Noteholder shall immediately upon request of the Noteholders' Agent provide the Security Agent or Replacing Security Agent with any such documents (in form and substance satisfactory to the Security Agent) that the Security Agent/Replacing Security Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Intercreditor Agreement and the Transaction Security Documents. The Security Agent/ Replacing Security Agent is under no obligation to represent a Noteholder which does not comply with such request if due to such failure the Security Agent/ Replacing Security Agent is unable to represent such Noteholder.
- 19.2.5 Under the Intercreditor Agreement the Noteholders undertake to indemnify the Security Agent (and receiver and delegate) for costs, losses and liabilities incurred by any of them (other than as a result of their gross negligence or willful default) in acting as security agent, receiver or delegate under the Secured Obligations.
- 19.2.6 Under the Intercreditor Agreement the Noteholders undertake to vote in any official insolvency or rehabilitation proceeding relating to a Group Company as instructed by the Security Agent.

19.3 Duties of the Noteholders' Agent

- 19.3.1 The Noteholders' Agent shall represent the Noteholders in accordance with the Finance Documents including, *inter alia*, holding any and all Replacing Security and Replacing Guarantee, if applicable, on behalf of the Noteholders and, where relevant, enforcing the Replacing Security and Replacing Guarantees on behalf of the Noteholders. Except as specified in Clause 4 (*Conditions for disbursement*), the Noteholders' Agent is not responsible for the execution or enforceability of the Finance Documents or the perfection of the Replacing Security or Replacing Guarantee.
- 19.3.2 When acting in accordance with the Finance Documents, the Noteholders' Agent is always acting with binding effect on behalf of the Noteholders. The Noteholders' Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 19.3.3 The Noteholders' Agent shall monitor the compliance by the Issuer with its obligations under the Finance Documents on the basis of information made available to it pursuant to the Finance Documents or received from a Noteholder. The Noteholders' Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- 19.3.4 The Noteholders' Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Noteholders pursuant to these Terms and Conditions.
- 19.3.5 The Noteholders' Agent is entitled to delegate its duties to other professional parties, but the Noteholders' Agent shall remain liable for the actions of such parties under the Finance Documents.

- 19.3.6 The Noteholders' Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 19.3.7 The Noteholders' Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Noteholders' Agent pay all costs reasonably incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Noteholders' Agent reasonably believes is or may lead to an Event of Default (ii) a matter relating to the Issuer which the Noteholders' Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents or (iii) making a determination under the Finance Documents or acting under the Intercreditor Agreement or with respect to Replacing Security or a Replacement Guarantee, as applicable. Any compensation for damages or other recoveries received by the Noteholders' Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 13 (*Distribution of proceeds*).
- 19.3.8 Notwithstanding any other provision of the Finance Documents to the contrary, the Noteholders' Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 19.3.9 If in the reasonable opinion of the Noteholders' Agent the cost, loss or liability which it may incur (including reasonable fees to the Noteholders' Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Noteholders' Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 19.3.10 The Noteholders' Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Noteholders' Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 19.3.9.
- 19.3.11 Upon the creation of any Replacing Security:
- (a) The Replacing Security Agent shall at all times maintain and keep all certificates and other documents that are bearers of right relating to the Replacing Security in safe custody on behalf of the Noteholders in accordance with the terms and conditions of the Finance Documents.
 - (b) The Replacing Security Agent shall not be responsible for or required to insure against any loss incurred in connection with such safe custody. The Replacing Security Agent shall hold amounts recovered, net of costs (including legal costs) and expenses incurred in connection with the recovery, separated for the account of the Noteholders and other possible secured parties and distribute such amounts recovered promptly to the Noteholders and other possible secured parties in accordance with these Terms and Conditions.

19.4 Limited liability for the Noteholders' Agent

- 19.4.1 The Noteholders' Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Noteholders' Agent shall never be responsible for indirect loss.
- 19.4.2 The Noteholders' Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Noteholders' Agent or if the Noteholders' Agent has acted with reasonable care in a situation when the Noteholders' Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

- 19.4.3 The Noteholders' Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Noteholders' Agent to the Noteholders, provided that the Noteholders' Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Noteholders' Agent for that purpose.
- 19.4.4 The Noteholders' Agent shall have no liability to the Noteholders for damage caused by the Noteholders' Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 15 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 12.1.
- 19.4.5 Any liability towards the Issuer which is incurred by the Noteholders' Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

19.5 Replacement of the Noteholders' Agent

- 19.5.1 Subject to Clause 19.5.7, the Noteholders' Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall in consultation with the Issuer appoint a successor Noteholders' Agent at a Noteholders' Meeting convened by the retiring Noteholders' Agent or by way of a Written Procedure initiated by the retiring Noteholders' Agent.
- 19.5.2 Subject to Clause 19.5.7, if the Noteholders' Agent is Insolvent, the Noteholders' Agent shall be deemed to resign as Noteholders' Agent and the Issuer shall within ten (10) Business Days appoint a successor Noteholders' Agent.
- 19.5.3 Any successor Noteholders' Agent appointed pursuant to this Clause 19.5 must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.5.4 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Noteholder at the end of the Business Day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Noteholders' Agent and appointing a new Noteholders' Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of a Written Procedure initiated by it, propose to the Noteholders that the Noteholders' Agent be dismissed and a new Noteholders' Agent appointed.
- 19.5.5 If the Noteholders have not appointed a successor Noteholders' Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Noteholders' Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Noteholders' Agent.
- 19.5.6 The retiring Noteholders' Agent shall, at its own cost, make available to the successor Noteholders' Agent such documents and records and provide such assistance as the successor Noteholders' Agent may reasonably request for the purposes of performing its functions as Noteholders' Agent under the Finance Documents.
- 19.5.7 The resignation or dismissal of the Noteholders' Agent shall only take effect upon the appointment of a successor Noteholders' Agent and acceptance by such successor Noteholders' Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Noteholders' Agent.
- 19.5.8 Upon the appointment of a successor, the retiring Noteholders' Agent shall be discharged from any further obligation in respect of the Finance Documents but shall, in respect of any action which it took or failed to take whilst acting as Noteholders' Agent, (a) remain entitled to the benefit of the Finance Documents and (b) remain liable under the Finance Documents. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Noteholders' Agent.

19.5.9 In the event that there is a change of the Noteholders' Agent in accordance with this Clause 19.5, the Issuer shall execute such documents and take such actions as the new Noteholders' Agent may reasonably require for the purpose of vesting in such new Noteholders' Agent the rights, powers and obligation of the Noteholders' Agent and releasing the retiring Noteholders' Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Noteholders' Agent agree otherwise, the new Noteholders' Agent shall be entitled to the same fees and the same indemnities as the retiring Noteholders' Agent.

20. NO DIRECT ACTIONS BY NOTEHOLDERS

20.1 A Noteholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security or the Transaction Guarantee to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Fin: *yrittysaneeraus*) or bankruptcy (Fin: *konkurssi*) (or its equivalent in any other jurisdiction) of the Issuer or a Security Provider in relation to any of the obligations of the Issuer or a Security Provider under the Finance Documents.

20.2 Clause 20.1 shall not apply if:

- (a) the Noteholders' Agent has been instructed by the Noteholders in accordance with the Finance Documents to take any of the actions referred to in Clause 20.1 but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 19.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take such actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Noteholders' Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.3.9, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.3.10 before a Noteholder may take any action referred to in Clause 20.1; and
- (b) the Noteholders have resolved pursuant to these Terms and Conditions that, upon the occurrence of a failure by the Noteholders' Agent referred to in paragraph (a) above, a Noteholder shall have the right to take any action referred to in Clause 20.1; or
- (c) the Security Agent/ Replacing Security Agent has been instructed in accordance with the Intercreditor Agreement to take any of the actions referred to in Clause 20.1 in accordance with the Intercreditor Agreement to enforce the Transaction Security/ Replacing Security or the Transaction Guarantees/ Replacing Guarantees but is legally unable to take such enforcement actions,

in each case if and only to the extent permitted pursuant to the terms of the Intercreditor Agreement.

20.3 The provisions of Clause 20.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 8.3 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

21. PRESCRIPTION

21.1 The right to receive payment of the principal of or interest on the Notes shall be prescribed and become void three (3) years from the date on which such payment became due.

21.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *Laki velan vanhentumisesta 728/2003*, as amended), a new limitation period of at least three (3) years will commence.

22. NOTICES AND PRESS RELEASES

22.1 Notices

22.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Noteholders' Agent, shall be given at the address registered with the Finnish Trade Register, in each case on the Business Day prior to dispatch;
- (b) if to the Issuing Agent, shall be given at the following address: Nordea Pankki Suomi Oyj, 2716 Securities Operations, Corporate Actions, Aleksis Kiven katu 9, VU3180, 00020 NORDEA, Fax: +358 9 165 5135;
- (c) if to the Security Agent, shall be given at the following address: The Law Debenture Trust Corporation P.L.C., 100 Wood Street, London EC2V 7EX, Fax: +44 (0) 20 7606 0643, Attention: Manager, Commercial Trusts, Ref 200774 (or at such address as is informed in accordance with the Intercreditor Agreement);
- (d) if to the Issuer, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and designated "To the attention of CFO"; and
- (e) if to the Noteholders, shall be given at their addresses as registered with the CSD, at the Record Time prior to dispatch, and by either courier delivery or letter for all Noteholders. A notice to the Noteholders shall also be published on the website of the Noteholders' Agent.

22.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be in English and sent by way of courier, fax, e-mail, personal delivery or letter and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in Clause 22.1.1 or, in the case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1.1 or, in the case of fax or e-mail, when actually received in a readable form.

22.1.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

22.2 Press releases

22.2.1 Any notice that the Issuer or the Noteholders' Agent shall send to the Noteholders pursuant to Clauses 16.1 and 17.1 shall also be published (i) by way of press release by the Issuer or the Noteholders' Agent, as applicable or (ii) by way of a notice published in Kauppalehti, Helsingin Sanomat or any other major Finnish newspaper selected by the Issuer, or if applicable, the Noteholders' Agent. Any such notice shall be deemed to have been received by the Noteholders when published in any manner specified in this Clause 22.2.1.

22.2.2 In addition to Clause 22.2.1, if any information relating to the Notes or the Issuer/Group contained in a notice the Noteholders' Agent may send to the Noteholders under these Terms and Conditions has not already been made public in accordance with these Terms and Conditions, the Noteholders' Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to make public such information in accordance with these Terms and Conditions. If the Issuer does not promptly make public such information and the Noteholders' Agent considers it necessary to make such information public in accordance with Clause 22.2.1 before it can lawfully send a notice containing such information to the Noteholders, the Noteholders' Agent shall be entitled to do so.

23. FORCE MAJEURE AND LIMITATION OF LIABILITY

23.1 Neither the Issuer, the Noteholders' Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike,

lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Noteholders’ Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

- 23.2** The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 23.3** Should a Force Majeure Event arise which prevents the Issuer, the Noteholders’ Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 23.4** The provisions in this Clause 23 apply unless they are inconsistent with the provisions of the Book-Entry System Act which provisions shall take precedence.

24. GOVERNING LAW AND JURISDICTION

- 24.1** These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.
- 24.2** The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) as the court of first instance.
- 24.3** Paragraphs (a) and (b) above shall not limit the right of the Noteholders’ Agent (or the Noteholders, as applicable) to take proceedings against the Issuer or any guarantor or security provider in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
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APPENDIX 1 (FORM OF COMPLIANCE CERTIFICATE)

COMPLIANCE CERTIFICATE

To: [CORPNORDIC FINLAND OY] as Noteholders' Agent

From: OUTOKUMPU OYJ as Issuer

Place and date: In [●], on the [●] day of [●] 20[●]

Dear Madams/Sirs,

We refer to the senior, [un]secured and unsubordinated fixed rate notes issued by us on [●], 2014 with an aggregate nominal amount of EUR [●] (the "Notes").

1. We refer to the Terms and Conditions of the Notes. This is a compliance certificate. Terms defined in the Terms and Conditions of the Notes have the same meaning when used in this compliance certificate unless given a different meaning in this compliance certificate.
2. [On [] [we have incurred Financial Indebtedness in the form of []/[] has merged with and into [] / has demerged and [].]
3. [We confirm that on [relevant testing date], the Gearing is [●].]
4. [We confirm that no Event of Default is continuing.]*
5. This compliance certificate is governed by Finnish law.

OUTOKUMPU OYJ
as Issuer

Name:

* If this statement cannot be made, the certificate shall identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

APPENDIX 2 (CERTAIN EXISTING FINANCIAL INDEBTEDNESS)

- (i) EUR 500 million secured syndicated loan facility for the Issuer under the Liquidity Facility Agreement;
- (ii) EUR 900 million secured revolving credit facility under a facility agreement between, among others, the Issuer and a group of banks, including among others Nordea, SEB, Danske Bank, Svenska Handelsbanken AB (publ), Pohjola Bank plc, Crédit Agricole Corporate and Investment Bank, the Royal Bank of Scotland plc, Swedbank AB (publ), JPMorgan Limited and BNP Paribas Fortis SA/NV, dated February 28, 2014;
- (iii) the following bilateral loans amounting to approximately EUR 900 million:
 - 1. the EUR 36.5 million secured committed revolving credit facility provided by Danske Bank;
 - 2. the EUR 100 million secured committed revolving credit facility provided by Nordea and guaranteed by Finnvera plc;
 - 3. the EUR 100 million secured committed revolving credit facility provided by Nordea;
 - 4. the EUR 46 million secured committed revolving credit facility provided by Swedbank AB (publ);
 - 5. the SEK 1,433 million secured committed revolving credit facility provided by Nordea Bank AB (publ) and guaranteed by the Swedish Export Credit Guarantee Board;
 - 6. the secured loans of EUR 36.6 million, SEK 750 million and EUR 4.4 million provided by Nordic Investment Bank (combined into a new single secured loan);
 - 7. the EUR 75 million secured term loan provided by Nordea Bank Finland Plc and guaranteed by Finnvera plc;
 - 8. the SEK 1,500 million secured committed revolving credit facility provided by Svenska Handelsbanken AB (publ) and guaranteed by the Swedish Export Credit Guarantee Board;
 - 9. the EUR 285 million guarantee facility provided by Nordea Bank Finland Plc, Svenska Handelsbanken AB (publ) and Pohjola Bank to secure loans from the European Investment Bank;
 - 10. the secured export financing basic loan facility provided by Commerzbank Aktiengesellschaft; and
 - 11. the SEK 300 million secured committed revolving credit facility provided by the Bank of Tokyo-Mitsubishi UFJ, Ltd;
- (iv) the EUR 250 million bond issued by the Issuer in 2010 and maturing in 2015;
- (v) the EUR 150 million bond issued by the Issuer in 2012 and maturing in 2016;
- (vi) the EUR [85 million] and EUR [200 million] loans provided by the European Investment Bank;
- (vii) pension loans in the aggregate amount of EUR 204,375,000;
- (viii) USD 12,000,000 facility for Outokumpu Stainless Steel (China) Co. Ltd provided by Nordea Bank AB, Shanghai Branch and guaranteed by the Issuer;
- (ix) USD 15,000,000 term loan for Outokumpu Stainless Steel (China) Co. Ltd provided by the Finnish Fund for Industrial Cooperation Ltd and guaranteed by the Issuer;

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- (x) USD 9,360,000 facility for Shanghai Krupp Stainless Co. Ltd provided by Nordea Bank AB, Shanghai Branch and guaranteed by the Issuer;
- (xi) RMB 495,000,000 working capital facility for Shanghai Krupp Stainless Co. Ltd provided by Bank of Communications Co. Ltd and guaranteed by the Issuer;
- (xii) RMB 230,800,000 fixed asset loan to Shanghai Krupp Stainless Co. Ltd provided by Bank of Communications Co. Ltd;
- (xiii) RMB [400,000,000] working capital facility for Shanghai Krupp Stainless Co. Ltd provided by Svenska Enskilda Banken AB (Publ.), Shanghai Branch and guaranteed by the Issuer; and
- (xiv) RMB 60,000,000 working capital facility for Outokumpu Management (Shanghai) Company Limited provided by Bank of Communications Co. Ltd.

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APPENDIX 3 (TRANSACTION SECURITY)

Security Provider	Transaction Security
[Outokumpu EMEA Oy]	Finnish law governed share pledge over 100% of the shares in Outokumpu Stainless Oy. Swedish law governed share pledge over 100% of the shares in Outokumpu Stainless AB.
Outokumpu Stainless AB	English law governed share pledge over 100% of the shares in Outokumpu Stainless Holdings Ltd. New York law governed share pledge over 15.75% of the Shares in Outokumpu Americas, Inc. German law governed share pledge over 53.28% of the shares in Outokumpu Stainless Holding GmbH. Swedish law governed property pledge over certain real properties.
Outokumpu Holding Italia S.p.A.	Italian law governed share pledge over 100% of the shares in Outokumpu S.p.A.
Outokumpu Stainless Holdings Ltd.	English law governed share pledge over 100% of the shares in Outokumpu Stainless Ltd.
Outokumpu Oyj	German law governed share pledge over 46.72% of the shares in Outokumpu Stainless Holding GmbH. Belgian law governed share pledge over 18,461,499 shares in Outokumpu Treasury Belgium NV. Finnish law governed share pledge over 100% of the shares in Orijärvi Oy [and 100% of the shares in Outokumpu EMEA Oy]. German law governed share pledge over 10% of the shares in Outokumpu Nirosta GmbH.
Orijärvi Oy	Belgian law governed share pledge over 1 share in Outokumpu Treasury Belgium NV.
Outokumpu Stainless Holding GmbH	New York law governed share pledge over 84.25% of the shares in Outokumpu Americas, Inc. German law governed share pledge over 90% of the shares in Outokumpu Nirosta GmbH. Italian law governed share pledge over 100% of the shares in Outokumpu Holding Italia S.p.A.
Outokumpu Americas, Inc.	New York law governed share pledge over 100% of the shares in Outokumpu Stainless USA, LLC.
Outokumpu Stainless Oy	Finnish law governed real estate mortgage relating to the Tornio site, subject to up to EUR 300,000,000 prior ranking mortgages granted to other creditors.
Outokumpu Chrome Oy (not an Obligor)	Finnish law governed real estate mortgage relating to the Tornio site.
Outokumpu Nirosta GmbH	German law governed security over the real property and fixed assets in the Krefeld cold rolling mill in Germany

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Security Provider	Transaction Security
Outokumpu Stainless USA, LLC	New York law governed security and mortgage.

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ADDITIONAL INFORMATION ON THE ISSUE OF THE NOTES

Form of the Notes:	Securities in dematerialised, book-entry form issued in the OM-book-entry securities system maintained by Euroclear Finland Ltd.
Depository and settlement system:	Euroclear Finland Ltd, Urho Kekkosen katu 5 C, FI-00100, Helsinki, OM-system of Euroclear Finland Ltd.
Effective yield of the Notes:	[] % per annum.
Noteholders' Agent:	CorpNordic Finland Oy, Lautatarhankatu 6, FI-00580 Helsinki, Finland.
Security Agent	The Law Debenture Trust Corporation Plc as agreed in the Intercreditor Agreement.
Issuing Agent:	Nordea Bank Finland Plc, Aleksis Kiven katu 9, Helsinki, FI-00020 Nordea, Finland.
Publication date and investors:	The result of the Offering was announced on [], 2014 and the Notes were allocated mainly to institutional investors.
Listing:	Application has been made to have the Notes listed on the Helsinki Stock Exchange maintained by NASDAQ OMX Helsinki Ltd.
Estimated time of Listing:	On or about [], 2014.
Interests of the participants of the Offering:	<p>Interests of the Noteholders' Agent and the Security Agent: Business interest normal in the financial markets. The Noteholders' Agent acts as agent for the holders of the notes issued by the Issuer maturing in 2015 and 2016 which notes rank and are secured and guaranteed <i>pari passu</i> with the Notes. The Security Agent acts as trustee, agent or representative (as applicable) in respect of the Transaction Security that secures also major part of Outokumpu's other borrowings.</p> <p>Interests of the Lead Managers: Business interest normal in the financial markets. Existing financial indebtedness of Outokumpu includes financing provided by the Lead Managers or companies belonging to the same consolidated groups with the Lead Managers. The proceeds of the Offering received by Outokumpu may be used for the refinancing of existing financial indebtedness, including financing provided by the Lead Managers or companies belonging to the same consolidated groups with the Lead Managers. Mainly however the proceeds are intended to be used for the redemption of the 2015 Notes (at their maturity and/or prematurely) [and only in a limited amount (if any) for the refinancing of indebtedness owed to the Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers]. The Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers are lenders under the EUR 500,000,000 liquidity facility which is at the date of this Prospectus undrawn and which [will be/has been] cancelled by an amount equal to the net proceeds of the Offering.</p> <p>The Lead Managers and their respective affiliates may hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Issuer, including the 2015 Notes.</p>
Estimated net amount of the proceeds:	The aggregate net proceeds to the Company from the Offering, after deduction of the fees and expenses payable by Outokumpu, will be approximately EUR [] million.
Estimated expenses related to the Offering:	The fees and expenses incurred in connection with the Offering and payable by the Issuer amount in aggregate to an estimated EUR [].

Subject to completion and approval by the Finnish Financial Supervisory Authority

CONFIDENTIAL DRAFT Listing Prospectus dated September 15, 2014

Date of the entry of the Notes to the book-entry system:	Notes subscribed and paid for have been entered by the Issuing Agent to the respective book-entry accounts of the subscribers on [], 2014 in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of Euroclear Finland Ltd.
Guarantees:	See “ <i>Additional information on the Guarantees, Transaction Security and Intercreditor Agreement</i> ”.
Transaction Security:	See “ <i>Additional information on the Guarantees, Transaction Security and Intercreditor Agreement</i> ”.
Intercreditor Agreement:	See “ <i>Additional information on the Guarantees, Transaction Security and Intercreditor Agreement</i> ”.

ADDITIONAL INFORMATION ON THE GUARANTEES, TRANSACTION SECURITY AND INTERCREDITOR AGREEMENT

The capitalised words and expressions in this section shall have the meanings defined in “*Terms and Conditions of the Notes*” or in section “*Certain Defined Terms*”.

The Guarantees and the Transaction Security

In connection with the refinancing measures discussed under “*Investments, Divestments and Other Recent Events–Refinancing Measures*”, Outokumpu and certain of its subsidiaries guaranteed and/or granted security for the 2015 Notes, the 2016 Notes, the Liquidity Facility, the Revolving Facility and the Amended Facilities (as defined in “*Other Secured Liabilities*” below). Pursuant to the terms of certain of the before-mentioned credit facilities, Outokumpu is, at the date of this Prospectus, under an obligation to procure that, on certain conditions and subject to certain exceptions, further subsidiaries will later become guarantors and, if applicable, grant further Transaction Security and that Transaction Security would be granted over the shares of such subsidiaries. Outokumpu and the other security providers and guarantors have confirmed by executing an English law confirmation as well as German and Italian law security documentation, as applicable, prior to the Issue Date that the Transaction Security and Guarantees will also cover Outokumpu’s liabilities under the Notes.

At the date of this Prospectus, the following entities are Guarantors:

- Outokumpu Oyj
- [Outokumpu EMEA Oy (0823312-4), Finland]
- Outokumpu Stainless Oy (0823315-9), Finland
- Orijärvi Oy (0112281-9), Finland
- Outokumpu Stainless AB (556001-8748), Sweden
- Outokumpu Treasury Belgium NV (892953690), Belgium
- Outokumpu Stainless Holdings Ltd. (02721293), England
- Outokumpu Stainless Ltd. (02794127), England
- Outokumpu Holding Italia S.p.A. (13136550152), Italy
- Outokumpu Stainless Holding GmbH (HRB 4114), Germany
- Outokumpu Nirosta GmbH (HRB 12511), Germany
- Outokumpu Americas, Inc. (5028835), USA (Delaware)
- Outokumpu Stainless USA, LLC (4354408), USA (Delaware)

At the date of this Prospectus, the Transaction Security consists of:

- a Belgian law governed pledge by Outokumpu Oyj over 18,461,466 shares in Outokumpu Treasury Belgium NV;
- a Finnish law governed pledge by Outokumpu Oyj over 100 % of shares in Orijärvi Oy [and Outokumpu EMEA Oy];
- a German law governed pledge by Outokumpu Oyj over 46.72 % of shares in Outokumpu Stainless Holding GmbH and 100 % of the shares in Outokumpu Nirosta GmbH;
- a German law governed pledge by Outokumpu Stainless Holding GmbH and Outokumpu Oyj over 100% of shares in Outokumpu Nirosta GmbH;
- a Finnish law governed pledge by Outokumpu EMEA Oy over 100 % shares in Outokumpu Stainless Oy;
- a Swedish law governed pledge by Outokumpu EMEA Oy over 100 % shares in Outokumpu Stainless AB;
- an English law governed pledge by Outokumpu Stainless AB over 100 % of shares in Outokumpu Stainless Holdings Ltd.;
- a New York law governed pledge by Outokumpu Stainless AB over 15.75 % of shares in Outokumpu Americas, Inc.;
- a German law governed pledge by Outokumpu Stainless AB over 53.28 % of shares in Outokumpu Stainless Holding GmbH;

- an Italian law governed pledge by Outokumpu Holding Italia S.p.A. over 100 % of shares in Outokumpu S.p.A.;
- an English law governed pledge by Outokumpu Stainless Holdings Ltd. over 100 % of shares in Outokumpu Stainless Ltd.;
- a Belgian law governed pledge by Orijärvi Oy over one share in Outokumpu Treasury Belgium NV;
- a New York law governed pledge by Outokumpu Stainless Holding GmbH over 84.25 % of partnership interests in Outokumpu Americas, Inc.;
- an Italian law governed pledge by Outokumpu Stainless Holding GmbH over 100 % of shares in Outokumpu Holding Italia S.p.A.;
- a New York law governed pledge by Outokumpu Americas, Inc. over 100 % of membership interest in Outokumpu Stainless USA, LLC;
- a Finnish law governed security over the real property and fixed assets owned by Outokumpu Stainless Oy at the Tornio site in Finland, subject to up to EUR 300,000,000 prior ranking mortgages granted to other creditors;
- a Finnish law governed security over the right of use and the fixed assets owned by Outokumpu Chrome Oy at the Tornio site in Finland;
- a Swedish law governed security over the real property and fixed assets in the Avesta, Degerfors and Nyby sites owned by Outokumpu Stainless AB in Sweden;
- a New York law governed security over the real property, fixed assets and certain other agreed assets owned by Outokumpu Stainless USA, LLC in Calvert, United States; and
- a German law governed security over the real property and fixed assets in the Krefeld cold rolling mill owned by Outokumpu Nirosta GmbH in Germany.

The Guarantees are granted under the Intercreditor Agreement (see “- *Intercreditor Agreement*” below). The Guarantees and the Transaction Security are granted subject to certain specific limitations set out in the Intercreditor Agreement, the Transaction Security Documents and any related accession documents, as applicable, as well as certain limitations imposed by local law requirements in certain jurisdictions.

The Guarantees and the Transaction Security secure a major part of Outokumpu’s borrowings, not only the Notes. Please see “*Other Secured Liabilities*” below.

The Terms and Conditions of the Notes provide that if the Secured Parties representing at least 75 per cent of the Secured Liabilities agree to release all or part of the Transaction Security and/or the Guarantees or the Secured Liabilities (other than in respect of the Notes or other senior notes issued by the Issuer and benefiting from the Transaction Security and/or the Guarantees) have been refinanced (or are agreed to be amended to continue) on an unsecured and/or unguaranteed basis, the Noteholders’ Agent shall take all actions required to release such Transaction Security and/or the Guarantees (or part thereof), as applicable. In addition the Security Agent may release Transaction Security and Guarantees in non-distress situations as well as in connection with enforcement and appropriation as further described below.

It is expected that Outokumpu EMEA Oy will demerge in the course of 2014 by way of a full demerger so that all the assets and liabilities of Outokumpu EMEA Oy will be transferred to Outokumpu Chrome Holding Oy and Outokumpu EMEA Holding Oy as acquiring companies. Upon the completion of the demerger, Outokumpu EMEA Oy and consequently the guarantee granted by it cease to exist. Following the demerger certain changes in the group structure, Transaction Security and Guarantees are expected to take place, as described on a general level below:

- Outokumpu EMEA Holding Oy to become a Guarantor whereas Outokumpu Chrome Holding Oy is not expected to become guarantor;
- Outokumpu EMEA Holding Oy to in its capacity as a new pledgor execute a confirmation agreement relating to the Finnish law pledge over 100 % of the shares in Outokumpu Stainless Oy;
- Outokumpu EMEA Holding Oy to in its capacity as a new pledgor execute a confirmation agreement relating to the Swedish law pledge over 100 % of the shares in Outokumpu Stainless AB; and
- Neither the shares in Outokumpu Chrome Holding Oy nor Outokumpu Chrome Oy are expected to become subject to the Transaction Security.

Intercreditor Agreement

On February 28, 2014, Outokumpu, certain subsidiaries of Outokumpu, the lenders under the Revolving Facility, the lenders under the Liquidity Facility, the lenders under the Amended Facilities and the agent of the holders of the 2015 Notes and the 2016 Notes (for and on behalf of the holders of the 2015 Notes and the 2016 Notes), among others, entered into an agreement to, among other things, regulate the ranking and enforcement of the Transaction Security and of the guarantees granted therein (the “**Intercreditor Agreement**”). The Intercreditor Agreement contains a procedure by which new financings can be taken subject to the Intercreditor Agreement and to benefit from the Guarantees and Transaction Security. Prior to the Issue Date, the Noteholders’ Agent has for and on behalf of the holders of the Notes acceded to the Intercreditor Agreement, the Issuer has designated the Notes as additional senior financing for the purposes of the Intercreditor and an English law confirmation as well as German and Italian law security documentation have been executed by the Guarantors and the Security Providers by the Issue Date so as to ensure that also the holders of the Notes benefit from the Guarantees and the Transaction Security.

Ranking of debt and Transaction Security and priority to enforcement proceeds

The Intercreditor Agreement subordinates intra-Group loan liabilities to the Secured Liabilities. Pursuant to the terms of the Intercreditor Agreement, all the liabilities secured by the Transaction Security and Guarantees shall rank in right and priority of payment, and the Transaction Security and Guarantees shall secure such liabilities, *pari passu* and *pro rata* without any preference between them, except for certain liabilities that have priority to the enforcement proceeds from the Transaction Security and Guarantees. Pursuant to the Intercreditor Agreement the Guarantee and Transaction Security proceeds are subject to the waterfall set out in the Intercreditor Agreement providing for a priority before the Notes for liabilities owed to the Security Agent (or any receiver or delegate), certain enforcement costs incurred by the Secured Creditors and certain debt under the Liquidity Facility, in this order. The priority debt under the Liquidity Facility relates [as of [] only to EUR [] commitments which are on the date of this Prospectus undrawn. The beforementioned priority of payments applies also to all payments under the Secured Liabilities in a distressed situation.

The *pro rata* and *pari passu* ranking is however limited in respect of a creditor whose claim has been subordinated due to the creditor being a related party to a Group member that is subject to an insolvency proceeding.

Security Agent

Pursuant to the Intercreditor Agreement the Secured Creditors have appointed the Security Agent to act as trustee, agent and representative and to hold the Transaction Security and Guarantees on trust for itself and the Secured Parties. The Transaction Security is and will be held, administered and enforced, and the Security Documents have been and will be executed, by the Security Agent for and on behalf of all the Secured Parties in accordance with the Intercreditor Agreement. At the date of this Prospectus, the Security Agent is The Law Debenture Trust Corporation Plc.

The Intercreditor Agreement contains an indemnity by each Secured Creditor for the benefit of the Security Agent (and receiver and delegate) for costs, losses and liabilities incurred by any of them (other than as a result of their gross negligence or willful default) in acting as security agent, receiver or delegate under the Secured Liabilities.

Creditor groups and voting

The Secured Creditors are pursuant to the Intercreditor Agreement divided into creditor groups entitling each group to only one vote with all credit participations pertaining to such group (calculated on the basis of commitments, where applicable). The groups are formed from the creditors under the different facilities as follows: Liquidity Facility, Revolving facility, 2015 Notes and 2016 Notes as well as each syndicated facility, bilateral lender and additional senior financing forming their own group. Within the groups the decision making follows the terms and conditions of the relevant financing.

The decisive thresholds in decision making under the Intercreditor Agreement are 66 2/3 % of the senior credit participations forming majority senior creditors and 50 % of the senior credit participations forming an instructing group.

Permitted payments and enforcement

Secured Liabilities may be paid in accordance with their terms until an acceleration event occurs or any Transaction Security is being enforced. Thereafter the waterfall referred to above applies. Although intra-Group liabilities are subordinated, payments for such liabilities are generally permitted when due except when an event of default is outstanding and the Security Agent has prohibited such payment.

The Secured Creditors are restricted from taking enforcement action (including the Noteholders taking enforcement actions in respect of the Notes) without a majority creditor consent but with the following exceptions:

- (a) in insolvency proceedings to take enforcement action (other than in respect of enforcement of Transaction Security or entering into any compromise with the Issuer or any Guarantor being the subject of the insolvency proceeding);
- (b) to make a claim in the winding-up, dissolution, administration, reorganization or similar insolvency event of a debtor for liabilities owed to the relevant Secured Creditor;
- (c) following the occurrence of an event of default acceleration of the Notes or other Secured Obligations owed to the Noteholders or the Noteholders' Agent in accordance with the Terms and Conditions; and
- (d) suing for, commencing or joining any legal or arbitration proceedings against the Issuer or any provider of Transaction Security or Guarantee to recover the Secured Obligations owed to the Noteholders or the Noteholders' Agent in accordance with the Terms and Conditions.

Enforcement of Transaction Security and Guarantees is pursuant to the Intercreditor Agreement permitted only through the Security Agent and on instructing group instructions. Each creditor (other than the holders of the 2015 Notes and 2016 Notes) is obliged to vote in any official insolvency or rehabilitation proceeding relating to a group company as instructed by the Security Agent.

In addition, the Intercreditor Agreement sets out the enforcement mechanics for the Transaction Security and Guarantees, including, among other things, enforcement trigger events pursuant to which the Transaction Security may become enforceable, provisions regarding non-cash recoveries, certain consultation obligations for the different creditor groups and other similar limitations and conditions.

Turnover

Any amount received by a Secured Creditor contrary to the Intercreditor Agreement, by way of set-off, after the occurrence of a distress event, as a result of any litigation or proceedings (other than insolvency) or proceeds of any enforcement of Transaction Security or Guarantees not distributed in accordance with the waterfall, is (or cash-value of a non-cash receipt) required to be promptly paid to the Security Agent for application in accordance with the Intercreditor Agreement. Any such amounts are subject to sharing provisions that apply among Secured Creditors other than the holders of the 2015 Notes and 2016 Notes.

Release of Transaction Security and Guarantees

The Security Agent is pursuant to the Intercreditor Agreement entitled on behalf of all Secured Creditors to release any part of the Transaction Security in certain circumstances subject to and in accordance with the Intercreditor Agreement. The Security Agent is authorized to release relevant part of the Transaction Security and Guarantees and to discharge Secured Liabilities and certain intra-group liabilities in order to facilitate enforcement of Transaction Security or a distressed disposal or appropriation made in accordance with the Intercreditor Agreement. The Intercreditor Agreement also provides that in connection with a disposal of an

asset by a member of the Group permitted under the terms of the secured financing under non-distressed circumstances, the Security Agent is under the Intercreditor Agreement authorized to release Transaction Security over that asset and where the asset consists of shares in a Group company, Guarantee and Transaction Security granted by such company. The Intercreditor Agreement obliges each Secured Creditor to take actions necessary to effect such releases and discharges for non-distressed disposals and distressed disposals and appropriation.

Application of disposal and capital markets proceeds

The Intercreditor Agreement provides that the net proceeds from any disposals or the issuance of capital markets instruments (excluding debt capital markets instruments resulting in proceeds of EUR 10 million or less) must first be applied towards prepayment and cancellation of the Liquidity Facility and second, on a *pro rata* and *pari passu* basis to the Revolving Facility and other secured creditors (to the extent that the relevant secured creditor has a prepayment right under the terms of the relevant loan facility). On the Issue Date and the date of this Prospectus, the Liquidity Facility is undrawn. The Liquidity Facility [has been/will be] cancelled by an amount corresponding to the net proceeds of the Offering. [To the extent the relevant loan facilities provided for a prepayment right, the Issuer has sought and has been granted a waiver of such rights. Therefore, no proceeds from the Offering have been or are required to be applied in prepayment of such secured facilities.]

Changes to the parties

The Intercreditor Agreement contains mechanisms for further creditors, guarantors and intra-group lenders acceding thereto. By acceding to the Intercreditor Agreement in accordance with its terms further creditors may become Secured Creditors benefiting from the Transaction Security and Guarantees, further guarantors would constitute additional Guarantees for all Secured Liabilities and further intra-group lenders would result in further intra-group debt being subordinated to the Secured Liabilities.

Permitted amendments

The Intercreditor Agreement contains various conditions on the requirements for effecting amendments to the terms thereof. Amendments that shorten contractually scheduled maturity or redemption date, amortization profile or reduces average weighted life of a facility or introduces scheduled reductions in available commitments, require consent of the majority senior creditors. The Intercreditor Agreement entirely restricts amendments that conflict with the Intercreditor Agreement or create a default under another debt document with respect to any action or event that is permitted under the Intercreditor Agreement. Also, where an amendment to the Transaction Security relates to the nature or scope of the collateral assets, the manner in which enforcement proceeds are distributed or to the release of Transaction Security, such amendments may only be made with the consent of each creditor group representative.

Amendment and replacement of the Intercreditor Agreement, Transaction Security and Guarantees

In consideration of the maturity of the Notes and the maturity of the other Secured Liabilities, it is possible that in connection with a refinancing of certain of such other Secured Liabilities, the Intercreditor Agreement will be replaced by a new intercreditor agreement and the Transaction Security and Guarantees will be released and re-granted. Pursuant to the Terms and Conditions, the Noteholders' Agent is authorized to take actions needed for the amendment and replacement of the Intercreditor Agreement and the release and, where applicable, the retake of the Transaction Security and Guarantees provided that from the perspective of the Noteholders the ranking among the external debt covered by the new intercreditor and the application of proceeds from any security and guarantees is not less beneficial than under the Intercreditor Agreement and that any Transaction Security and Guarantees benefit the Notes alike the other Secured Liabilities.

Entities providing the Guarantee and the Transaction Security

The entities which are either guarantors or providers of Transaction Security or both at date of this Prospectus are detailed below. The financial information presented of the companies in question, is derived from Outokumpu's audited consolidated financial statement for the year ended December 31, 2013 and the unaudited

condensed interim financial statement for the six months ended June 30, 2014 and is in accordance with the applicable International Financial Reporting Standards (IFRS).

Outokumpu Oyj

A description of Outokumpu Oyj is presented under sections “*Information about the Issuer*”, “*Board of Directors, Management and Auditors*” and “*Share Capital and Ownership Structure*”.

[Outokumpu EMEA Oy

Outokumpu EMEA Oy (established November 7, 1990, business identity code 0823312-4) is a limited liability company established under Finnish law with its domicile in Espoo, Finland. According to its articles of association, the company engages in the manufacture, refinement and sale of steel and raw materials for the steel industry either directly or through its subsidiaries, associated companies or joint ventures. The company also engages in operations directly related thereto, such as those related to the mining and extractive industries. The company may own and manage real estate and domestic as well as foreign securities, provide management consulting services, take and grant loans, grant guarantees and pledge its assets with regard to operations related to the steel and mining industries.

At the date of this Prospectus, the Board of Directors of Outokumpu EMEA Oy consists of the following persons: Hannu Hautala (chairman), Harri Hallberg and Hannu Lähteenmäki. The auditor of Outokumpu EMEA Oy is KPMG Oy Ab with Virpi Halonen as the principal auditor. At the date of this Prospectus, the paid-in share capital of Outokumpu EMEA Oy is EUR 188,428,839.84 and it comprises 348,942,296 shares. As at June 30, 2014 Outokumpu EMEA Oy’s total assets were EUR 1,494 million, total equity was EUR 780 million and net of debt, loan receivables and cash was a debt of EUR 694 million. As Outokumpu EMEA Oy is mainly a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.]

Outokumpu Stainless Oy

Outokumpu Stainless Oy (established November 21, 1990, business identity code 0823315-9) is a limited liability company established under Finnish law with its domicile in Tornio, Finland. According to its articles of association, the company engages in its home country and abroad in the manufacture and trade of steel and business operations based on know-how acquired in these sectors or related to or compatible with them. The company may also sell IT, laboratory, financial administration and real estate maintenance services to other group companies. Within the scope of its field of operation the company may also establish domestic and foreign companies, acquire shares in such companies, take and grant loans, grant guarantees and pledge its assets.

At the date of this Prospectus, the Board of Directors of Outokumpu Stainless Oy consists of the following persons: Mika Seitovirta (chairman), Asko Sanaksenaho, Pertti Sillanpää, Matti Suurnäkki, Niilo Suutala and Jari Taskila. The CEO of Outokumpu Stainless Oy is Hannu Hautala and the auditor is KPMG Oy Ab with Virpi Halonen as the principal auditor. At the date of this Prospectus, the paid-in share capital of Outokumpu Stainless Oy is EUR 78,120,000.00 and it comprises 42,000,000 shares. As at June 30, 2014 Outokumpu Stainless Oy’s total assets were EUR 1,555 million, total equity was EUR 423 million and net of debt, loan receivables and cash was a debt of EUR 563 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Stainless Oy were EUR 2,078 million.

Orijärvi Oy

Orijärvi Oy (established January 20, 1919, business identity code 0112281-9) is a limited liability company established under Finnish law with its domicile in Espoo, Finland. According to its articles of association, the company engages in leasing real estate, as well as in forestry and in industry and operations related thereto. For use in its operations, the company may own and manage real estate both in its home country and abroad, establish domestic and foreign companies and consortiums, acquire or divest shares therein, take out loans, grant guarantees and pledge its assets.

At the date of this Prospectus, the Board of Directors of Orijärvi Oy consists of the following persons: Matti Louhija (chairman), Juha Hakala and Harri Hallberg. The auditor of Orijärvi Oy is KPMG Oy Ab with Virpi

Halonen as the principal auditor. At the date of this Prospectus, the paid-in share capital of Orijärvi Oy is EUR 11,857.25 and it comprises 70,500 shares. As at June 30, 2014 Orijärvi Oy's total assets were EUR 1 million, total equity was EUR 1 million and net of debt, loan receivables and cash was an asset of EUR 1 million. As Orijärvi Oy is a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Chrome Oy

Outokumpu Chrome Oy (established October 25, 1989, business identity code 0772768-3) is a limited liability company established under Finnish law with its domicile in Tornio, Finland. According to its articles of association, the company operates in the mining and extractive industries in its home country and abroad. The company also engages in the manufacture and sale of ferrous mixtures, as well as in business operations based on know-how acquired within these sectors, related thereto or compatible with them. Within its field of business, the company may also establish domestic and foreign companies and consortiums, acquire shares therein, own and manage real estate, take and grant loans, grant guarantees and pledge its assets.

At the date of this Prospectus, the Board of Directors of Outokumpu Chrome Oy consists of the following persons: Jarmo Tonteri (chairman), Martti Sassi and Niilo Suutala. The CEO of Outokumpu Chrome Oy is Matti Suurnäkki and the auditor is KPMG Oy Ab with Pekka Alatalo as the principal auditor. At the date of this Prospectus, the paid-in share capital of Outokumpu Chrome Oy is EUR 23,940,000.00 and it comprises 14,000,000 shares. As at June 30, 2014 Outokumpu Chrome Oy's total assets were EUR 660 million, total equity was EUR 116 million and net of debt, loan receivables and cash was a debt of EUR 399 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Chrome Oy were EUR 366 million.

Outokumpu Stainless AB

Outokumpu Stainless AB (established October 30, 1883, registration number 556001-8748) is a limited liability company established under Swedish law with its domicile in Stockholm, Sweden. According to its articles of association, the object of the company's business is to – through direct or indirect ownership of shares of other companies – manufacture, develop, sell and distribute stainless steel products and nickel based alloys as well as engage in any other business incidental or related to the foregoing activities.

At the date of this Prospectus, the Board of Directors of Outokumpu Stainless AB consists of the following persons: Mats Nordén (chairman), Bengt Bergstrand, Anders Finnström, Mikael Matsson, Leif Rosén and Jacob Sandberg. The CEO of Outokumpu Stainless AB is Jarmo Tonteri and the auditor is KPMG AB with Hans Forsberg as the principal auditor. At the date of this Prospectus, the paid-in share capital of Outokumpu Stainless AB is SEK 1,580,001,000 and it comprises 158,000,100 shares. As at June 30, 2014 Outokumpu Stainless AB's total assets were EUR 1,811 million, total equity was EUR 721 million and net of debt, loan receivables and cash was a debt of EUR 768 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Stainless AB were EUR 1,048 million.

Outokumpu Treasury Belgium NV

Outokumpu Treasury Belgium NV (established October 18, 2007, registration number 892953690) is a public limited liability company established under Belgian law with its domicile in Brussels, Belgium. According to its articles of association, the object of the company's business is to provide financing and treasury services to companies which belong to Outokumpu Group and their subsidiaries.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Treasury Belgium NV consists of the following persons: Juha Hakala, Gerrit Vandepitte and Harri Hallberg. The General Manager of the company is Emmi Korhonen and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of 18,461,500.00 euros and it comprises 18,461,500 shares. As at June 30, 2014 Outokumpu Treasury Belgium NV's total assets were EUR 1,497 million, total equity was EUR 1,490 million and net of debt, loan receivables and cash was an asset of EUR 1,484 million. As Outokumpu Treasury Belgium NV is a financing company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Stainless Holdings Ltd.

Outokumpu Stainless Holdings Ltd. (established January 22, 2001, registration number 2721293) is a limited liability company established under English law with its domicile in Sheffield, United Kingdom. According to its articles of association, the object of the company's business is to (a) carry on business as importers, exporters, wholesalers, retailers, manufacturers, engineers, builders, developers, distributors and suppliers of any products, substances or materials of any nature; to act as financiers, designers, researchers, consultants; to provide services of any nature; and generally to carry any industrial, commercial, financial or other operations; and (b) carry on the business of an investment and holding company and to invest and deal in shares, stocks, debentures and securities of any kind issued or guaranteed by anybody of whatever nature and wheresoever constituted or carrying on business.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Stainless Holdings Ltd. consists of the following persons: Alison Kinna (chairman), John Beeley, David Scaife, John Stansfield, Philip Rodrigo and Neil Oliver. The CEO of Outokumpu Stainless Holdings Ltd. is Tommy Grahn and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Stainless Holdings Ltd. is GBP 10.00 and it comprises 10 shares. As at June 30, 2014 Outokumpu Stainless Holdings Ltd.'s total assets were EUR 349 million, total equity was EUR 338 million and net of debt, loan receivables and cash was a debt of EUR 5 million. As the company is a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Stainless Ltd.

Outokumpu Stainless Ltd. (established January 22, 2001, registration number 2794127) is a limited liability company established under English law with its domicile in Sheffield, United Kingdom. According to its articles of association, the object of the company's business is to (a) carry on business as importers, exporters, wholesalers, retailers, manufacturers, engineers, builders, developers, distributors and suppliers of any products, substances or materials of any nature; to act as financiers, designers, researchers, consultants; to provide services of any nature; and generally to carry any industrial, commercial and financial or other operations; (b) carry on the business of an investment and holding company and to invest and deal in shares, stocks, debentures and securities of any kind issued or guaranteed by any body of whatever nature and wheresoever constituted or carrying business; and (c) carry on any other business whatsoever which can in the opinion of the directors be advantageously or conveniently carried on by the company by way of extension of or in connection with any business which the company is authorized to carry on, or which is calculated directly or indirectly to develop any business which the company is authorized to carry on, or to increase the value of, or turn to account, any of the company's assets, property or rights.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Stainless Ltd. consists of the following persons: Tommy Grahn (chairman), John Beeley, Alison Kinna, Philip Rodrigo, David Scaife, John Stansfield and Neil Oliver. The CEO of Outokumpu Stainless Ltd. is Tommy Grahn and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Stainless Ltd. is GBP 10,000,100.00 and it comprises 10,000,100 shares. As at June 30, 2014 Outokumpu Stainless Ltd.'s total assets were EUR 461 million, total equity was EUR 216 million and net of debt, loan receivables and cash was an asset of EUR 50 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Stainless Ltd. were EUR 546 million.

Outokumpu Holding Italia S.p.A.

Outokumpu Holding Italia S.p.A. (established December 29, 2012, registration number 13136550152) is a limited liability company established under Italian law with its domicile in Terni, Italy. According to its articles of association, the object of the company's business is holding, managing, purchasing and selling of participations, not towards the public. Furthermore, the company shall be entitled to incorporate or concur to incorporate companies or entities as well as branches both in Italy and abroad. Moreover, the scope of Outokumpu Holding Italia S.p.A. includes carrying out of any type of commercial, industrial, financial, both movable and immovable transactions, necessary and/or opportune to attain its corporate scope, not to be carried out towards the public, as well as rendering services or granting loan and/or financing, including the release of guarantees, to the companies where it is a stakeholder and in general to all those companies belonging to the same group the company belongs to, the creating, the adhering and the participating to group cash pooling

systems, within the limits and in compliance with the law provisions, including the regulatory provisions, that define the financial activity carried out not towards the public. The company can receive loans and/or financing from shareholders in compliance with the provisions of the Resolution no. 1058 dated July 19, 2005 (including amendments thereto) issued by the Comitato Interministeriale per il Credito ed il Risparmio. Outokumpu Holding Italia S.p.A. is also entitled to receive from shareholders, subject to their individual consent, equity cash injection, without the duty of repayment and these cash injections will constitute a company reserve as provided by article 31 of the by-laws of the company.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Holding Italia S.p.A. consists of the following persons: Jörg Schindler (chairman), Philipp Voet van Vormizeele, Roberto Padova and Maria Clelia Chinappi. The CEO of Outokumpu Holding Italia S.p.A. is Guglielmo Marengo and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Holding Italia S.p.A. is EUR 200,000,000.00 and it comprises 200,000,000 shares. As at June 30, 2014 Outokumpu Holding Italia S.p.A.'s total assets were EUR 1,439 million, total equity was EUR 1,408 million and net of debt, loan receivables and cash was an asset of EUR 1,375 million. As Outokumpu Holding Italia S.p.A. is a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Stainless Holding GmbH

Outokumpu Stainless Holding GmbH (established January 22, 2001, registration number HRB 4114) is a limited liability company established under German law with its domicile in Krefeld, Germany. According to its articles of association, the object of the company's business is the acquisition and the management and financing of companies and corporate investments of all kinds. The company is authorized to take all actions that are appropriate to directly or indirectly serve such purpose and it can acquire for such purpose, other companies with the same or similar object or participate in such.

At the date of this Listing Prospectus, the Supervisory Board of Outokumpu Stainless Holding GmbH consists of the following persons: Tamara Weinert (chairman), Holger Hanns Lorek, Robert Fuss, Ralf Heppenstiel, Ernst-Alfred Bernsdorf, Marc-Simon Schaar, Frank Ehrenberg, Sven van Zoest, Thomas Neumann, Christian Muschiol, Norbert Kalwa and Detlef Quinkert. The Executive Board of Outokumpu Stainless Holding GmbH consists of Philipp Voet van Vormizeele and Jörg Schindler and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Stainless Holding GmbH is EUR 9,596,471.00. As at June 30, 2014 Outokumpu Stainless Holding GmbH's total assets were EUR 3,292 million, total equity was EUR 1,654 million and net of debt, loan receivables and cash was a debt of EUR 1,080 million. As Outokumpu Stainless Holding GmbH is mainly a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Nirosta GmbH

Outokumpu Nirosta GmbH (established December 29, 2012, registration number HRB 12511) is a limited liability company established under German law with its domicile in Krefeld, Germany. According to its articles of association, the object of the company's business is the production, processing and machining of metals, in particular of stainless steel products and by-products; the performance of relevant commercial transactions. Furthermore, the object of the company is the performance of management tasks and the provision of services for companies of the Outokumpu Group which develop, produce or sell the aforementioned products. Moreover, the company is responsible for the protection and the preservation of the trademark Nirosta (trademark No. 282237).

At the date of this Listing Prospectus, the Supervisory Board of Outokumpu Nirosta GmbH consists of the following persons: Tamara Weinert (chairman), Diethard Bergers, Jörg Beindorf, Frank Ehrenberg, Sven van Zoest, Marc-Simon Schaar, Thomas Neumann, Ralf Heppenstiel, Horst Luther, Andreas Hügelow, Holger Hanns Lorek, Ernst-Alfred Bernsdorf, Christian Muschiol, Norbert Kalwa, Hasmi Cantürk, Frank Klein and Jörg Braun. The Executive Board of Outokumpu Nirosta GmbH consists of Hannu Hautala and Frank Brüggestrat and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Nirosta GmbH is EUR 110,000,000.00 and it comprises 110,000,000 shares. As at June 30, 2014 Outokumpu Nirosta GmbH's total assets were EUR 1,605 million, total equity was EUR 751 million and net of debt, loan receivables and cash was an asset of EUR 101 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Nirosta GmbH were EUR 1,741 million.

Outokumpu Americas, Inc.

Outokumpu Americas, Inc. (established May 8, 2013, registration number 130541808 – 5028835) is a limited liability company established under the United States law with its domicile in Calvert, USA. According to its by-laws, the purpose or purposes of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation law of Delaware.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Americas, Inc. consists of the following persons: Kari Parvento (chairman), Patrick Grundke, David Scheid, Michael Wallis, Michael Stateczny and Kevin Keeley. The CEO of Outokumpu Americas, Inc. is Kari Parvento and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Americas, Inc. is USD 1,539,000,000.00 and it comprises 1,187 shares. As at June 30, 2014 Outokumpu Americas, Inc.'s total assets were EUR 1,861 million, total equity was EUR 877 million and net of debt, loan receivables and cash was a debt of EUR 107 million. As the company is a holding company, it did not have any material sales for the fiscal year ended December 31, 2013.

Outokumpu Stainless USA, LLC

Outokumpu Stainless USA, LLC (established December 29, 2012, registration number 26-0379850) is a limited liability company established under the United States law with its domicile in Calvert, USA. According to its by-laws, the company may engage in any lawful business activities permitted under the Act or the laws of any jurisdiction in which the company may do business.

At the date of this Listing Prospectus, the Board of Directors of Outokumpu Stainless USA, LLC consists of the following persons: Kari Parvento (chairman), Patrick Grundke and Michael Wallis. The CEO of Outokumpu Stainless USA, LLC is Michael Wallis and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu Stainless USA, LLC is USD 1,000,000.00 and it comprises 1,000 membership interests. As at June 30, 2014 Outokumpu Stainless USA, LLC's total assets were EUR 1,261 million, total equity was EUR 177 million and net of debt, loan receivables and cash was a debt of EUR 843 million. For the fiscal year ended December 31, 2013 sales of Outokumpu Stainless USA, LLC were EUR 708 million.

Subject of Transaction Security in the form share security or equivalent

The description of the subsidiaries of Outokumpu that are at the date of this Prospectus the subject of the Transaction Security in the form of share security or equivalent are included in the above list of entities providing the Guarantee and Transaction Security, except for Outokumpu S.p.A the description of which is set out below.

Outokumpu S.p.A.

Outokumpu S.p.A. (established January 22, 2001, registration number R.E.A. MI 587936) is a limited liability company established under Italian law with its domicile in Milan, Italy. According to its articles of association, the object of the company's business is production, distribution and selling of metals, in particular of stainless steel products, and performance of relevant commercial transactions.

At the date of this Prospectus, the Board of Directors of Outokumpu S.p.A. consists of the following persons: Thomas Anstots (chairman), Alison Kinna and Hartmut Schmiedel. The CEO of Outokumpu S.p.A. is Marco Assandri and the auditor is KPMG. At the date of this Listing Prospectus, the paid-in share capital of Outokumpu S.p.A. is EUR 1.560.000,00 and it comprises 1.560.000,00 shares. As at June 30, 2014 Outokumpu S.p.A.'s total assets were EUR 161 million, total equity was EUR 94 million and net of debt, loan receivables and cash was an asset of EUR 16 million. For the fiscal year ended December 31, 2013 sales of Outokumpu S.p.A were EUR 222 million.

Other Secured Liabilities

At the date of this Prospectus, the Transaction Security and the Guarantees are shared among the following facilities:

Subject to completion and approval by the Finnish Financial Supervisory Authority

CONFIDENTIAL DRAFT Listing Prospectus dated September 15, 2014

- EUR 500 million secured syndicated loan facility between Outokumpu and a group of banks to support the medium-term liquidity requirements of Outokumpu, [in the process of being]/[subsequently] reduced to EUR [] million (the “**Liquidity Facility**”);
- EUR 900 million secured revolving credit facility between Outokumpu and a group of banks, including among others Nordea, SEB, Danske Bank, Svenska Handelsbanken AB (publ), Pohjola Bank plc, Crédit Agricole Corporate and Investment Bank, the Royal Bank of Scotland plc, Swedbank AB (publ), JPMorgan Limited and BNP Paribas Fortis SA/NV, dated February 28, 2014, refinancing Outokumpu’s existing revolving credit facility of an equal principal amount (the “**Revolving Facility**”);
- the following bilateral loans (as described in more detail below) amounting approximately EUR 900 million (together, the “**Amended Facilities**”):
 1. the EUR 36.5 million secured committed revolving credit facility provided by Danske Bank;
 2. the EUR 100 million secured committed revolving credit facility provided by Nordea and guaranteed by Finnvera plc;
 3. the EUR 100 million secured committed revolving credit facility provided by Nordea;
 4. the EUR 46 million secured committed revolving credit facility provided by Swedbank AB (publ);
 5. the SEK 1,433 million secured committed revolving credit facility agreement provided by Nordea Bank AB (publ) and guaranteed by the Swedish Export Credit Guarantee Board;
 6. the secured loans of EUR 36.6 million, SEK 750 million and EUR 4.4 million provided by Nordic Investment Bank (combined into a new single secured loan);
 7. the EUR 75 million secured term loan provided by Nordea guaranteed by Finnvera plc;
 8. the SEK 1,500 million secured committed revolving credit facility provided by Svenska Handelsbanken AB (publ) and guaranteed by the Swedish Export Credit Guarantee Board;
 9. the EUR 285 million guarantee facility provided by Nordea to secure loans from the European Investment Bank;
 10. the secured export financing basic loan facility provided by Commerzbank Aktiengesellschaft; and
 11. the SEK 300 million secured committed revolving credit facility provided by the Bank of Tokyo-Mitsubishi UFJ, Ltd;
- the EUR 250 million bond issued by Outokumpu in 2010 and maturing in 2015 (the “**2015 Notes**”), the principal outstanding amount of which is, at the date of this Prospectus, EUR []; and
- the EUR 150 million bond issued by Outokumpu in 2012 and maturing in 2016 (the “**2016 Notes**”), the principal outstanding amount of which is, at the date of this Prospectus, EUR [].

The Intercreditor Agreement contains a mechanism whereby further indebtedness can be included in the Secured Liabilities without any consent of the holders of the Notes.

The following table sets forth Outokumpu’s loan repayment schedule as at the date of this Prospectus:²

	Total as at <u>31.8.2014</u>	Due during the year ending December 31,						2021 and after	
		<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		<u>2020</u>
(EUR in millions)									
Bonds	400		250	150					
Loans from financial institutions	1,349	117	26	21	1,160	10	5	5	4
Pension loans	204	13	35	37	33	29	22	16	22
Finance lease liabilities	250	6	31	11	89	5	3	3	102
Other debt	245	163	81						
Total	2,448	299	423	219	1,282	44	31	24	128

² Table to be updated when the results of the tender offer and the Offering are available.

INFORMATION ABOUT THE ISSUER

Overview

The business name of the Issuer is Outokumpu Oyj and it is domiciled in Espoo, Finland. The Issuer is a public limited liability company established on June 14, 1932 and organised under the laws of Finland. The Issuer is registered in the Finnish Trade Register under business identity code 0215254-2 and its registered address is Riihitontuntie 7, FI-02200 Espoo, Finland and telephone number +358 9 4211.

According to Article 2 of the articles of association of the Company, the Company engages in the mining and mineral industry, the manufacture of metals and metal products, the machine and electronics industry, the chemicals industry and business operations based on know-how acquired in these sectors or related to or compatible with them. The Company may also own or manage and lease real estate, and own shares and other securities. The Company may operate either directly or through subsidiaries, associated companies and joint ventures. As parent company, Outokumpu may deal with corporate administration, funding, marketing and other functions common to the Group.

Outokumpu is a leading stainless steel producer with annual melting capacity of approximately 4.1 million tonnes and annual finished product capacity of approximately 3.6 million tonnes in 2013 (excluding, in each case, the Terni Remedy Assets and the VDM Business). Outokumpu is the leading producer of both austenitic and ferritic stainless steel grades in Europe by delivery volume (source: EUROFER, February 2014). Furthermore, Outokumpu is the leading producer of duplex stainless steel grades globally in terms of market share (source: SMR, February 2014).

The majority of Outokumpu's external stainless steel deliveries are standard and specialty austenitic and ferritic stainless steel grades (approximately 94 percent for the year ended December 31, 2013), with the remaining deliveries consisting of duplex and other stainless steel grades. In addition, Outokumpu produces ferrochrome at its ferrochrome production facility. The facility is located next to Outokumpu's Tornio integrated stainless steel production facility in Finland and uses chromite extracted from Outokumpu's wholly-owned Kemi chromite mine as a raw material. The mine is located approximately 20 kilometers from the Tornio integrated production facility.

In 2013, Outokumpu sold approximately 55 percent of its stainless steel products directly to end-user customers operating primarily in the process and resources (chemicals, mining equipment and oil and gas), construction, power production and distribution, transportation and food processing industries and the remaining approximately 45 percent to distributors and processors such as re-rollers and tube makers.

Outokumpu has production facilities in Finland, Germany, Sweden, the United Kingdom, the United States, Mexico and China. Its Tornio integrated production facility in Finland is the largest single site stainless steel production facility in Europe in terms of cold rolling capacity (source: CRU, May 2014) and is the only stainless steel production facility in the world that is fully integrated into a ferrochrome production facility and a chromite mine. In addition, Outokumpu is ramping up its new integrated stainless steel production facility in Calvert, United States. Outokumpu expects the facility to complete technical ramp-up in 2014 and to achieve its full commercial capacity in 2016. At full commercial capacity, the Calvert integrated production facility is expected to have an annual melt capacity of 900,000 tonnes and cold rolling capacity of 350,000 tonnes, making it the second largest stainless steel production facility in the United States.

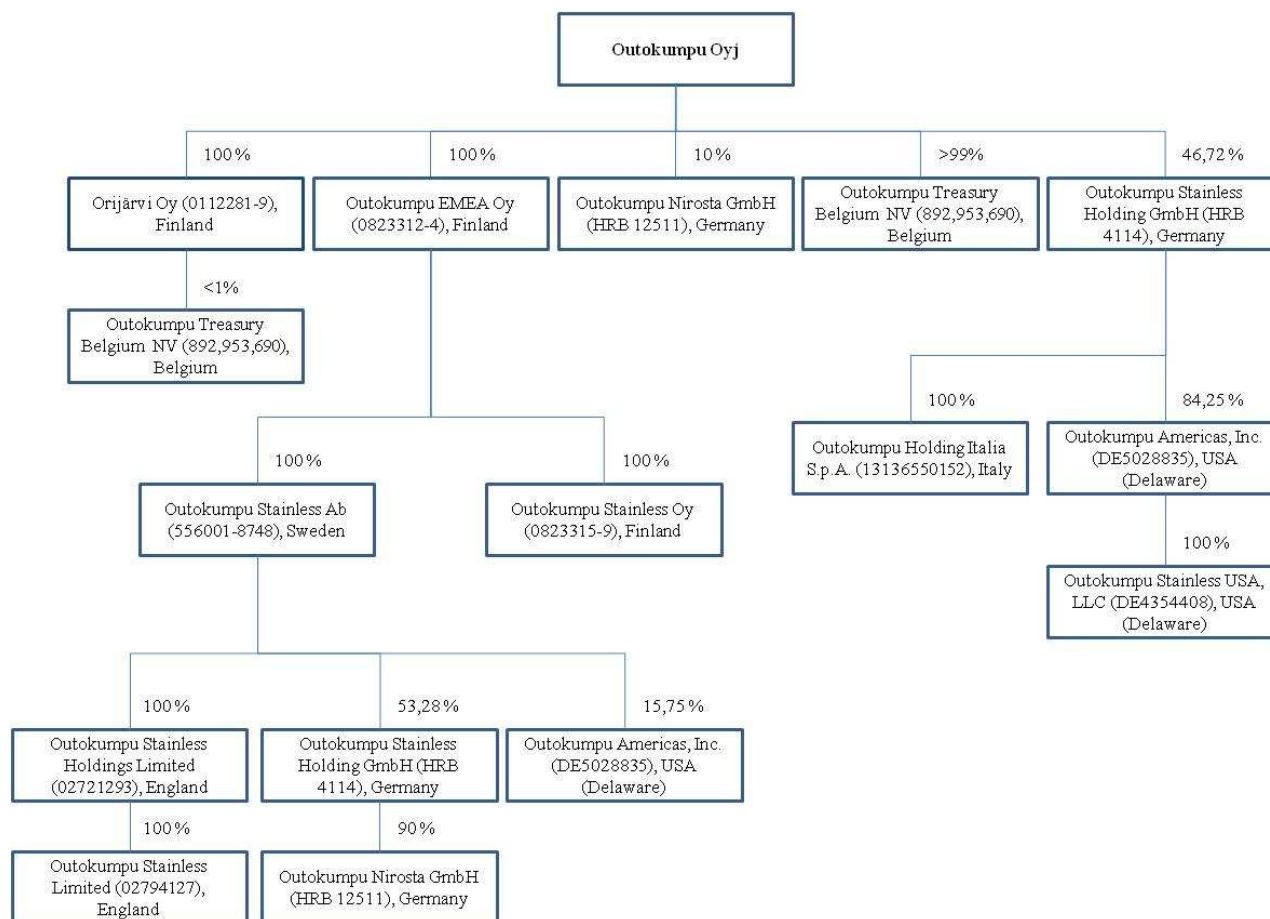
For the year ended December 31, 2013, Outokumpu had sales of EUR 6,745 million, stainless steel deliveries of approximately 2.59 million tonnes for continuing operations, an EBIT of negative EUR 510 million, EBITDA of negative EUR 165 million and a net loss from continuing operations of EUR 832 million. For the year ended December 31, 2013, Outokumpu generated 66 percent of its sales from Europe, 19 percent from North America, 14 percent from Asia and Australia and 1 percent from other countries.

Group Legal and Organisational Structure

Outokumpu Oyj is the parent company of Outokumpu. The following table sets forth the most significant subsidiaries that Outokumpu Oyj owned, directly or indirectly, as at the date of this Prospectus:

	<u>Country</u>	<u>Group holding</u> (percent)
Outokumpu Nirosta GmbH.....	Germany	100.0
Outokumpu Stainless Oy.....	Finland	100.0
Outokumpu Chrome Oy.....	Finland	100.0
Outokumpu Stainless USA, LLC.....	United States	100.0
Outokumpu Stainless AB.....	Sweden	100.0
Outokumpu Stainless Ltd.....	United Kingdom	100.0
Outokumpu Treasury Belgium NV.....	Belgium	100.0
Outokumpu Americas, Inc.....	United States	100.0

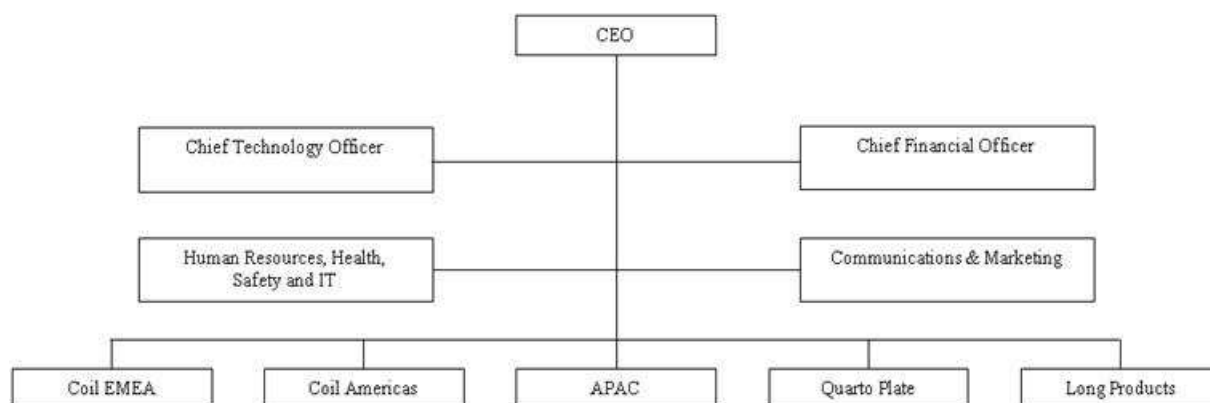
The following chart shows Outokumpu Oyj and the Guarantors as at the date of this Prospectus (non-Guarantor group entities are not shown in the chart):



The Issuer and the Guarantors operate as a group and therefore rely on other group companies or e.g. shared services in their business operations.

Outokumpu is not aware of any arrangement, the operation of which may result in a change of control in any of the Guarantors.

The following chart sets forth Outokumpu's organization as at the date of this Prospectus:



History

Outokumpu was founded in 1910 to exploit rich copper ore deposits in the town of Outokumpu in eastern Finland. Following the incorporation of Outokumpu as a wholly state-owned company in 1932, Outokumpu established itself over the next two decades as a strong copper producer and expanded its operations to cover a range of activities from exploration and mining to smelting and refining as well as the fabrication of copper products. A notable achievement was the development of the Outokumpu flash-smelting process in the late 1940s, which became an industry standard. With new ore discoveries and the development of innovative technologies, Outokumpu moved into a new expansion and diversification stage in the mid-1950s. Outokumpu built up its mining and metals processing operations in Finland to include nickel, zinc, chromite, ferrochrome and, ultimately, in the mid-1970s, stainless steel.

The 1980s marked a period of rapid international expansion for Outokumpu. This was prompted by the need to replace Outokumpu's depleting domestic raw material base and to strengthen its competitive position. To achieve these objectives, Outokumpu started new mine projects in Europe, the Americas and Australia and made a number of acquisitions, notably within the copper products business area and technology sales. As a result, by the mid-1990s, Outokumpu had developed into a diversified global metals group.

During the mid-1990s, Outokumpu established stainless steel production as its core business and shifted its focus from mining to value-added metals production. In 1999, it embarked on a major investment program to expand its stainless steel mill in Tornio, including the construction of a new cold rolling facility that opened in 2003.

Between 1990 and 2000, Outokumpu divested most of its base metals mining operations and made a number of investments in additional capacity and in companies complementing its technology base and expanding its product offering. In particular, Outokumpu made significant investments in fabricated copper production and metals technology companies, and nearly doubled its zinc business in 2001 with the acquisition of Norzink and expansion of its Kokkola zinc plant.

In January 2001, Outokumpu combined its stainless steel operations with Avesta Sheffield to form a new company, AvestaPolarit and, in 2002, Outokumpu acquired full ownership of AvestaPolarit.

Outokumpu sold its copper and zinc mining and smelting operations in 2003 and a major part of its copper products business in 2005. In 2006, Outokumpu consolidated its technology expertise into a new business, Outokumpu Technology, which was sold and listed as an independent company on the Helsinki Stock Exchange and subsequently changed its name to Outotec Oyj. The remainder of Outokumpu's copper products business was sold in 2008.

In 2008, Outokumpu also acquired SoGePar, an Italian stainless steel distributor, as part of its plan to increase its stock and processing capacity in Europe. Outokumpu integrated SoGePar's stainless steel service centers in

Italy, and the United Kingdom as well as its stock operations in Italy, the United Kingdom, Belgium, Finland, France and Ireland into Outokumpu's distribution network.

In recent years, Outokumpu has continued to divest its non-core assets. In 2011, minority interest in OSTP was sold to Tubinoxia S.r.l. ("**Tubinoxia**") to form the OSTP Joint Venture (the "**OSTP JV**"). Also in 2011, Outokumpu sold its holding in Nordic Brass Gusum AB, its holding in Tibnor AB, its holding in Talvivaara Mining Company plc, a portion of its holding in Talvivaara Sotkamo and its rights to royalties from Forrestania nickel and precious metals resources. In 2012, Outokumpu sold its brass rod plant in Drünen, the Netherlands, and divested certain of its warehouses in Europe. In 2013, Tubinoxia exercised its call option and acquired an additional 15 percent of OSTP JV's shares from Outokumpu increasing its holding in OSTP JV to 51 percent.

As part of the measures to strengthen its financial and liquidity position, Outokumpu continued to divest non-core assets during 2013. In December 2013, Outokumpu sold its loan receivable from Luvata Fabrication Ltd, which related to the divestiture of Outokumpu's fabricated copper products business in 2005, for cash consideration. In December 2013, Outokumpu also sold the electricity distribution network at the Tornio site in Finland.

Investments, Divestments and Other Recent Events

Inoxum Acquisition and the Divestment of the Terni Remedy Assets and the VDM Business

On December 28, 2012, Outokumpu acquired from ThyssenKrupp all shares in both Inoxum GmbH and ThyssenKrupp Niosta GmbH, the parent companies of the group comprising the stainless steel business of ThyssenKrupp (the "**Inoxum Acquisition**"). In order to enable the European Commission to approve the Inoxum Acquisition and to declare it compatible with the internal market and the EEA Agreement, Outokumpu agreed to certain commitments, including the divestment of Inoxum's stainless steel production facility in Terni, Italy, and certain service centers in Europe. Outokumpu also committed to "hold separate" and "ring-fencing" obligations with regard to these assets; therefore, the assets were managed independently of Outokumpu. The commitments took effect on November 7, 2012, and required Outokumpu to divest the specified assets within six months. Outokumpu was unable to divest these assets within the required timeframe initially set by the European Commission and the initial six-month period was extended by an additional six months to November 2013.

On November 30, 2013, Outokumpu announced that it had entered into an agreement (the "**Framework Agreement**") to sell the following legal entities related to the Terni production facility to ThyssenKrupp in order to comply with the commitments made to the European Commission: AST, Terninox S.p.A., Aspasiel S.r.l., Tubificio di Terni S.p.A. and Società delle Fucine S.r.l., as well as shares in companies that owned Outokumpu's service centers in Willich, Germany; Barcelona, Spain; Gebze, Turkey; and Tours, France (together, the "**Terni Remedy Assets**"). Outokumpu also agreed to sell the High Performance Alloys (the "HPA") business through a transfer of shares in legal entities that own and operate the HPA business (the "**VDM Business**") to ThyssenKrupp pursuant to the Framework Agreement. Outokumpu had conducted a strategic review of the VDM Business during 2013, which determined that there were limited synergies between the VDM Business and Outokumpu's core stainless steel business and that the VDM Business had relatively high capital expenditure needs. In consideration for the Terni Remedy Assets and VDM Business, ThyssenKrupp agreed to transfer the Loan Note, which totaled EUR 1,283 million (including accrued interest) as at December 31, 2013, to Outokumpu. See also "*Business Overview—Agreements Outside the Ordinary Course of Business—Framework Agreement.*"

The European Commission approved the divestment of the Terni Remedy Assets and the VDM Business on February 12, 2014 and the divestment was completed on February 28, 2014. Other relevant competition law approvals were also obtained prior to the divestment of the Terni Remedy Assets and the VDM Business.

Outokumpu also completed certain refinancing measures on February 28, 2014 (see "*—Refinancing measures*" below).

ThyssenKrupp divested its 29.9 percent shareholding in Outokumpu in relation to the divestment of the Terni Remedy Assets and the VDM Business in order to comply with the buyer suitability requirements of the competition rules of the EU. Solidium acquired a part of such shares, resulting in an increase of Solidium's

ownership in Outokumpu to 29.9 percent. Due to the sale of its holding in Outokumpu on February 28, 2014, ThyssenKrupp is no longer a related party to Outokumpu.

Refinancing Measures

On February 28, 2014, Outokumpu completed extensive debt financing arrangements to strengthen its financial position (the “**Refinancing Measures**”).

A new EUR 900 million revolving credit facility has been effective as of February 28, 2014. The maturity date of the facility is in February 2017 and the facility replaces the previous EUR 900 million revolving credit facility signed on July 12, 2013. That facility would have matured in June 2015. A new EUR 500 million liquidity facility was also signed on February 28, 2014, and it matures in February 2017. The purpose of this new facility is to strengthen Outokumpu’s liquidity. Furthermore, Outokumpu amended its bilateral loan portfolio of approximately EUR 600 million to mature in February 2017. Furthermore on February 28, 2014, EUR 160 million outstanding from the EUR 250 million revolving backup facility between ThyssenKrupp Nederland Holding B.V., as lender, and Outokumpu, as borrower, was repaid and the facility was discontinued on February 28, 2014, and the EUR 81.5 million supplier finance backup facility between ThyssenKrupp Nederland Holding B.V., as lender, and Outokumpu Nirosta GmbH and Outokumpu VDM GmbH, as borrowers, and Outokumpu, as guarantor, was discontinued as of January 7, 2014.

In connection with the above mentioned refinancing measures Outokumpu granted a security package for its debt and bond financing. As security, Outokumpu pledged the shares of some of its subsidiary companies, incorporated for example in Finland, Sweden and the United States, as well as certain fixed assets. In addition, guarantees were provided by certain subsidiary companies for such debt and bond financing. The security package covers most of Outokumpu’s debt financing, including the EUR 500 million liquidity facility, the EUR 900 million revolving credit facility, bilateral bank loans as well as the outstanding senior notes.

Investments

Except as described in this section “*Investments*” and in section “*Outokumpu faces risks associated with nuclear power plant projects in Finland*” above, there are no commitments made for future principal investments after the financial statements 2013 since Outokumpu seeks to keep future capital expenditure levels low and its assets base is well invested. The guided capital expenditure level for 2014 is below EUR 160 million, out of which capital expenditure for maintenance is estimated to be about EUR 70 million. The only exception to this is the so-called NIFO project (Nirosta Ferritics Optimization) to expand ferritic capabilities in Germany. Under the project the Benrath site will be closed, and overall cold rolling capacity will be reduced by approximately 250,000 tonnes. One hot annealing and pickling line (HAPL) and cold annealing and pickling line (CAPL) at Krefeld was stopped by June 1, 2014. Lines will be redesigned to a new 1.600 mm bright annealing line and pickling line. Capital expenditure for the entire project is estimated at EUR 108 million in 2014–2016 to enable the transfer. EUR 8 million had been spent by the end of June 2014.

The investment program announced in 2010 to increase the quarto plate production capacity of the Degerfors quarto plate production facility in Sweden is continuing and is scheduled to be substantially completed during the year 2014.

EMEA Restructuring Plan Goes Ahead

Outokumpu reached an agreement with the German labor unions regarding the EMEA restructuring plan in March 2014. Implementation of the plans with the original targeted annual savings of EUR 100 million by the end of 2017 is intact. The closure of the melt shop in Bochum will take place in 2015 following a production transfer process to other sites. Between 2014 and 2016, a EUR 108 million investment will be made at the Krefeld cold rolling center in Germany to optimize ferritic stainless steel production. The Benrath cold rolling mill is expected to be closed in 2016 after the production transfer to Krefeld has been completed. Savings from the EMEA restructuring will start to have an impact in 2015 with roughly EUR 20 million. An additional EUR 60 million is expected for 2016 with the full cumulative savings of EUR 100 million by 2017.

Rights Issue and Reverse Share Split

Outokumpu conducted a rights offering in March–April 2014 and raised net proceeds of about EUR 640 million. The subscription price was EUR 0.08 per share with every old share entitling the holder to subscribe for four new shares. The subscription period ran from March 10 to March 26, 2014. The rights offering was oversubscribed by 23% and a total of 8,308,534,476 new shares were issued. No underwriting was utilized as result of the oversubscription. Following the rights offering, the total number of Outokumpu shares increased to 10,386,615,824. The shares were registered on April 7, 2014.

After the rights issue, Outokumpu conducted a reverse share split in order to rationalize the number of outstanding shares, to increase the value of individual share and therefore to enhance trading conditions and improve price formation on the stock market. The number of shares in the company was reduced from 10,386,615,824 to 416,374,448 by merging each twenty five (25) shares into one (1) share. The new number of shares was registered with the Trade Register on June 20, 2014. Public trading with the newly merged shares commenced on June 23, 2014.

Tender Offer

[Outokumpu announced on [], 2014 a tender offer for its outstanding EUR 250,000,000 5.125 % notes due 2015 issued on June 24, 2010, with ISIN code FI4000013354, for cash on the terms and conditions set out in the Tender Offer Memorandum. The intention was to repurchase an amount of the 2015 Notes up to the amount of [EUR 100,000,000]. The purchase price in the offer was []. The offer expired at [16.00] CET on [], 2014. Outokumpu successfully repurchased 2015 Notes with an aggregate nominal value of EUR []. The settlement date was [], 2014. Nordea Bank Finland Plc acted as a dealer manager and tender agent and Pohjola Bank plc as dealer manager on the tender offer.]³

Key Strengths

Outokumpu believes that the following are among its key strengths:

Global Production Setup and Distribution Network Covering All Major Regions of Stainless Steel Consumption

Outokumpu has a global network consisting of 18 production sites, a chromite mine, three ferrochrome smelters, 19 stainless steel service centers and more than 50 sales offices and sales agents. Outokumpu's largest production facilities are located in Europe and North America. In addition, Outokumpu is the majority owner of the SKS stainless steel cold rolling joint venture in China. These production facilities together with its global distribution network give Outokumpu a good position in the three largest stainless steel consuming regions, Europe, North America and APAC. Local presence and production is especially important in the standard stainless steel market and Outokumpu believes that its standard stainless steel production capacity in the key geographic markets is a significant competitive advantage. Outokumpu also has specialty stainless production facilities in Europe and North America, which serve clients on a global basis. For the year ended December 31, 2013, Outokumpu generated 66 percent of its sales from Europe, 19 percent from North America, 14 percent from Asia and Australia and 1 percent from other countries.

Outokumpu is the leading stainless steel producer in Europe based on its approximately 35 percent share of stainless steel cold rolled deliveries in 2013 (source: EUROFER, February 2014). Outokumpu serves the European standard stainless steel market through its Tornio production facility in Finland and its cold rolling facilities in Germany (the largest consumer of stainless steel in the EU (source: SMR, February 2014)). Outokumpu's production facilities in Germany include cold rolling facilities producing ferritic and austenitic grades and a precision strip production facility. Outokumpu also has a melt shop in Bochum, Germany that will be closed in 2015. In addition to its standard stainless steel production facilities, Outokumpu's European specialty stainless steel production capacity consists of quarto plate production facilities in Sweden as well as long product production facilities in Sweden and the United Kingdom. Based on its leading market share and local production facilities, Outokumpu believes that it is well positioned to benefit from the forecast annual

³ NOTE: The wording to be finalized closer to listing.

growth of 1.5 percent (CAGR) in European stainless steel consumption between 2014 and 2017 (source: SMR, July 2014).

Outokumpu has a strong market position in North America, where it had approximately a 20 percent market share of cold rolled deliveries in NAFTA in 2013 (source: AISI, February 2014). In the Americas, Outokumpu serves the standard stainless steel market through its Calvert integrated production facility in the United States, which is in the process of being ramped up technically and commercially, and its cold rolling facility in Mexico. Also in the United States Outokumpu is operating speciality stainless steel production capacities for quarto plate products and long products. Outokumpu believes that its increased production capacity will provide opportunities to further increase its market share after the completion of the Calvert ramp-up and that it is well positioned to benefit from the forecasted annual growth of 1.6 percent (CAGR) in stainless steel demand in NAFTA between 2014 and 2017 (source: SMR, July 2014).

In APAC, Outokumpu is the majority owner of the SKS standard stainless steel cold rolling facility joint venture and has an established distribution network. Outokumpu also has a strong market position in the specialty stainless steel market, which it serves mostly with its European facilities. Outokumpu believes that its stainless steel products are recognized as quality brands in the APAC region, providing a competitive advantage over low-cost producers when competing for projects that require high quality and reliability. While Outokumpu has a small total market share in APAC (approximately 1 percent of cold rolled deliveries in Asia in 2013 (source: CRU, May 2014)), Outokumpu believes that it is well positioned to grow its market share, particularly in higher margin specialty grades.

Outokumpu believes that its global distribution network, including sales offices, warehouses and a service center network of 12 coil service centers and seven plate service centers in Europe, Australia and China, provides it with a competitive advantage by enabling it to operate within close proximity to its customers and to develop products tailored to specific customer needs. By locating finishing facilities close to large customer bases, Outokumpu can offer shorter lead times, smaller delivery windows and smaller lot sizes for standard and customized products than if the products were ordered directly from one of its production facilities. In addition, Outokumpu's distribution channels are strategically located in areas of high demand and close proximity to customers, which provides Outokumpu with the ability to address customer needs and guarantee timely deliveries.

Leading Product Portfolio Covering Standard and Specialty Stainless Steel and Leading Product Quality

Outokumpu has a broad product offering with large-scale production capabilities for standard stainless steel products and a strong focus on higher value-added specialty stainless steel products and grades. Outokumpu's Stainless EMEA and Stainless Americas business areas primarily focus on high volume austenitic and ferritic grades while the Specialty Stainless business area primarily focuses on special stainless steel grades and forms as well as specific customer needs. For the year ended December 31, 2013, approximately 75 percent of Outokumpu's external stainless steel deliveries by volume were standard and specialty austenitic stainless steel grades, approximately 19 percent were ferritic stainless steel grades, approximately 3 percent were duplex stainless steel grades, and approximately 3 percent were other stainless steel grades.

Outokumpu believes that its broad range of standard stainless steel grades and products is one of the most comprehensive in the industry. Outokumpu's standard stainless steel product offering includes austenitic and ferritic stainless steel grades. Austenitic stainless steel grades are the most common type of stainless steel and contain both chromium and nickel. Austenitic stainless steel grades are used in a variety of applications, including kitchenware, domestic appliances, equipment for process industries, vessels and piping, containers, architectural facades and construction (e.g., for bridges).

Outokumpu is the leading producer of ferritic stainless steel grades in Europe based on delivery volumes (source: EUROFER, February 2014). Ferritic stainless steel grades contain chromium and do not contain nickel. As nickel prices are highly volatile, sales of ferritic grades, which do not contain nickel, reduce Outokumpu's exposure to nickel price volatility and increase earnings visibility. Applications for ferritic grades include structural applications, kitchenware, boilers, white goods, indoor architecture and automobile exhaust systems. Outokumpu's product offering in ferritic grades as well as its experience in research and development, position it to benefit from end users moving from austenitic to ferritic grades for applications where the properties of ferritic stainless steel grades are sufficient, allowing end users to benefit from lower and more stable prices.

Outokumpu is the leading producer of duplex stainless steel grades globally in terms of market share and is the leading producer of duplex stainless steel grades in Europe in terms of market share (source: SMR, July 2014). In the past, duplex stainless steel grades have contributed to Outokumpu's profitability as duplex grades generally generate higher margins than general stainless steel grades since the production of duplex grades requires greater technical skill and precision. In addition, duplex stainless steel grades generally have a lower overall cost for end users as compared to most austenitic and ferritic grades as a result of the superior strength of duplex grades, which reduces the amount of material required, and the superior corrosion resistance of duplex grades, which reduces maintenance costs and increases the useful lifespan of the end product.

Outokumpu's stainless steel product offering in austenitic, ferritic, duplex and other special grades includes coil and sheet, thin strip, quarto plate, pipes, long products and semi-finished products. These products are produced in a variety of stainless steel grades, dimensions and surface finishes, and can be further processed by Outokumpu's coil and plate service centers.

In addition to its broad product portfolio, Outokumpu believes that the high quality of its products provides it with a competitive advantage over some of its competitors. The primary factors that stainless steel customers consider when selecting a supplier include delivery reliability, product quality and competitive pricing. Customers also consider the technical expertise of the supplier and the customer experiences. In particular, in industries such as medical, automotive, architecture and chemical, petrochemical and energy, where the quality of the product is highly important for the end customer, the reputation and references of the producer are often important factors when selecting a stainless steel supplier.

Established and Balanced Customer Base Across all Key Markets

Outokumpu's customer base is balanced geographically as it is present in all of the three largest stainless steel consuming regions, Europe, North America and APAC. Geographic distribution of its operations balances the impact of changes in demand in different markets on Outokumpu results of operations and also allows Outokumpu to serve large, global customers worldwide. In addition, Outokumpu's standard stainless steel end user customer base is diverse and includes clients from heavy industries, metal processing industries, consumer goods and medical industries, automotive industries as well as other segments. As a result, Outokumpu's customer exposure is well balanced and includes less cyclical industries as well as high growth segments.

As regards Outokumpu's business areas Quarto Plate and Long Products, which have a bigger share of specialty stainless steel business, especially Quarto Plate sells as well a high portion of their products to end users. The dominating end use industries in their markets are chemicals & energy, heavy industry, chemical tankers as well as building and construction. Outokumpu believes that its significant exposure to potential growth in the capital goods serving sectors and process and resources industries provides it with an advantage over its European competitors. For more information, see "*— Business Overview—Customers*" below.

For the year ended December 31, 2013, approximately 55 percent of Outokumpu's sales were directly to end users and the remaining approximately 45 percent were to distributors and processors. Having a balanced profile allows Outokumpu to benefit from generally higher margins obtained through direct sales and reduces Outokumpu's exposure to cyclical buying patterns of distributors. Due to its direct sales and extensive product portfolio that includes special grades, Outokumpu is also less affected by Asian imports into Europe, which are typically standard grades sold through distributors, particularly in Southern Europe.

Efficient Integrated Production Facilities in Finland and the United States

Located in northern Finland, Tornio is the largest single site stainless steel production facility in Europe in terms of cold rolling capacity (source: CRU, November 2013). The Tornio integrated production facility consists of two state-of-the-art melt shops, hot and cold rolling facilities and finishing facilities, and is the only stainless steel production facility in the world with its own chromite mine and ferrochrome production facilities. In particular, the Tornio integrated production facility's unique rolling, annealing and pickling ("**RAP**") line produces higher margin flat products with a 2E finish, which feature minimum thickness tolerances, high surface quality and corrosion resistance as well as high mechanical uniformity. The Tornio integrated production facility has the lowest unit production cost per tonne for cold rolled 304 austenitic stainless steel grades of any major stainless steel production facility in Europe (source: SMR, December 2013). The ongoing industrial restructuring of Outokumpu's EMEA operations is expected to enable Outokumpu to use the Tornio integrated production

facility more efficiently and with a better capacity utilization rate and thereby gain further competitive advantages.

The Calvert integrated production facility in the United States, which Outokumpu expects to complete technical ramp-up in 2014 and to achieve full commercial capacity in 2016, is expected to have one of the lowest production costs per unit among the major stainless steel production facilities in North America. Calvert benefits from an industrial setup designed to maximize efficiency and the latest stainless steel production equipment technology, including the only 72-inch wide coil production capability in NAFTA. Calvert also benefits from its location near recycled stainless steel suppliers, long-term energy supply contracts and competitive labor costs. The ramp-up of the Calvert production facility will expand Outokumpu's portfolio of products produced in NAFTA. It will also reduce Outokumpu's costs as hot rolled products for its Mexican cold rolling facility will be sourced from Calvert instead of Outokumpu's European production facilities, reducing transportation costs and lead times.

Integrated Production and Access to Competitively Priced Raw Materials

Outokumpu produces ferrochrome using chromite mined from its mine in Kemi, Finland. Outokumpu's ferrochrome production facility is located in Finland, where it has access to sufficient electricity and is on the same site as Outokumpu's Tornio integrated production facility. Tornio's own chromite mine and ferrochrome production facilities contribute significantly to the low unit production costs, primarily through reduced transportation and energy costs for ferrochrome. The Kemi mine is the only operating chromite mine in the EU and its close proximity to Tornio significantly reduces Outokumpu's transportation costs. As Outokumpu's ferrochrome production facility is located next to Tornio, molten ferrochrome, the product of ferrochrome smelting, can be transferred to and used in the melt shop in the molten state, which provides significant energy savings as the ferrochrome does not need to be re-melted, nor does it need to be cooled and crushed for transportation. Outokumpu's ability to source ferrochrome internally and at the cost of production mitigates the impact of ferrochrome price volatility on Outokumpu's sourcing and production costs.

Outokumpu's approximately EUR 410 million investment program to double its annual ferrochrome production capacity to 530,000 tonnes as well as increase the production capacity of its Kemi chromite mine was finalized in the fourth quarter of 2012. The operations are scheduled to be ramped up to full technical production capacity in 2015. After the successful completion of the ramp-up and the EMEA restructuring, Outokumpu expects that it will be self-sufficient for the entire group's ferrochrome needs. Nevertheless, Outokumpu aims to continue to sell and purchase certain amounts and types of ferrochrome from third parties to optimize its raw materials usage. Outokumpu expects that the increased capacity will allow it to maintain cost competitiveness in ferrochrome production and position Outokumpu as a competitive and reliable ferrochrome supplier for both internally and to external customers.

Outokumpu attempts to optimize the use of recycled steel as a source of alloys in its production process. Certain alloying elements used in stainless steel, such as nickel, chromium and molybdenum, are often cheaper when purchased as a component of recycled stainless steel than in pure form, depending on market prices. Outokumpu has increased the use of recycled stainless in its production in recent years and, due to the scale of its operations and purchase volumes, has been able to purchase recycled stainless steel at a cost that has allowed it to better compete against Asian imports using nickel pig iron and obtain better margins for its products.

A Leader in Technical Expertise and Research and Development Innovation Capabilities

Outokumpu has been at the forefront of stainless steel development from its invention over 100 years ago. Outokumpu has strong research and development capabilities to serve its customers' needs, with facilities in Finland, Germany and Sweden and a research and development team that has a strong track record in developing stainless steel products, grades and applications. This team focuses on various aspects of stainless steel, including corrosion resistance, heat resistance and mechanical properties; surface structures (e.g., easy to clean, anti-fingerprint, scratch resistance and color); topographies (e.g., optical appearance and reflectivity) and application and process development. Outokumpu's research team develops alloys using modern computer simulations and laboratory resources and it works in close collaboration with customers and leading research bodies.

Outokumpu's strong research and development capabilities are evidenced by its portfolio of 90 patent families (each patent family is a single invention that may be filed in separate countries) comprised of 307 granted patents and 260 patent applications. Outokumpu also owns a portfolio of 80 trademark families (each trademark family is a single trademark that may be filed in separate trademark classes and separate countries) comprised of 607 registered trademarks and 62 trademark applications.

Outokumpu believes that it offers industry-leading technical support to its customers. Outokumpu's research and development function operates in close cooperation with Outokumpu's business areas, business lines and sales organizations to offer its customers valuable advice regarding material selection, properties and fabrication techniques. Outokumpu's research and development personnel also cooperate in joint projects with customers to support the customer's product development activities. Outokumpu also conducts joint development projects with industrial partners, universities and research institutes within national and European research programs.

Experienced Management Team and Qualified Employees

Outokumpu believes that the collective industry knowledge and leadership experience of its management team, combined with its skilled work force, provides it with a competitive advantage in the stainless steel industry. Outokumpu has a dedicated and experienced management team with strong experience in the steel and related industries. Outokumpu considers professionally skilled, motivated and committed workforce to be one of its most important assets and actively works to improve the competence, commitment to Outokumpu's strategy and job satisfaction of its personnel as well as to promote flexibility, productivity and innovation in a rapidly changing operating environment.

A Leader in Sustainability

Outokumpu's environmental practices and focus on minimizing the environmental impact of its operations as much as economically and technically feasible have established it as a leader in the field of sustainable growth. Outokumpu's environmental initiatives include finding alternative uses for the byproducts of stainless steel and ferrochrome production, such as using slag for road construction, with the goal of achieving zero waste stainless steel production. Outokumpu aims to promote sustainable power solutions and has ongoing investment programs at its major production facilities to increase energy efficiency. While Outokumpu uses substantial amounts of water in its production processes, primarily for cooling in the melting and rolling processes, the average recycled content of the water is 90 percent. In addition, Outokumpu employs measures to ensure that water discharges are treated in order to reduce the impact on the environment. In addition, Outokumpu's stainless steel products contain an average of approximately 85 percent recycled materials, which is significantly higher than the industry average of approximately 60 percent.

Outokumpu maintained its membership in the Dow Jones Sustainability Index for the seventh straight year in the 2013 Annual Review. In the 2013 Annual Review, Outokumpu was included among the three best steel companies worldwide. Outokumpu's overall score improved and it was particularly recognized for its environmental work and received the highest scores in the industry in the 'Climate Strategy' and 'Water Related Risks' categories. Positive feedback was also received in the social dimension, where Outokumpu obtained the highest scores in the 'Human Capital Development' category.

Outokumpu's leadership in combating climate change was also recognized by the CDP (previously Carbon Disclosure Project), which scores companies on both climate performance and disclosure. In 2013, Outokumpu was included in the Climate Disclosure Leadership Index for the fourth consecutive year, and for the first time achieved a position in the Climate Performance Leadership Index. While 26 companies were included in the leadership index, only five companies were among the performance leaders, with Outokumpu being the only company in the materials sector.

Business Strategy

Outokumpu's strategy is focused at returning Outokumpu to sustainable profitability with the objective to create shareholder value as a leading stainless steel producer in a market with a favorable long-term growth outlook through the following key initiatives:

Continued Focus on Synergy, Cost Saving and Other Efficiency Measures

Outokumpu intends to continue its focus on synergy, cost saving and other efficiency measures. Since the completion of the Inoxum Acquisition, Outokumpu has taken a number of measures to achieve the estimated synergy benefits from the Inoxum Acquisition and to improve the efficiency of its operations. Combining all of Outokumpu's ongoing efficiency measures i.e. synergies, P150 savings and EMEA restructurings, the annual savings amounted to EUR 199 million in 2013, and, after implementation of the relevant measures, are expected to exceed EUR 340 million in 2014, EUR 380 million in 2015, EUR 440 million in 2016 and the full EUR 470 million in 2017, in each case, as compared to the 2012 level.

Outokumpu plans to especially focus on synergy, cost saving and other efficiency measures in its EMEA operations, where it believes that significant opportunities for cost savings still exist. In addition to the synergy measures implemented since the closing of the Inoxum Acquisition, Outokumpu is restructuring its EMEA operations to further reduce unit production costs and improve profitability by increasing capacity utilization levels, especially at the Tornio production facility. The EMEA restructuring includes reducing production capacities to further optimize the balance of its capacity at the various stages of the production process and, therefore, improve capacity utilization levels and efficiency. Further cost savings are expected to come from the continued optimization of raw materials sourcing and other procurement and optimizing Outokumpu's sales and service network and administrative functions.

Following the Bochum melt shop closure in 2015, melting will be transferred to Tornio and Avesta and cold rolling in Germany will be concentrated in Krefeld and Dillenburg. Part of the Benrath production facility's capacity will be transferred to Krefeld, the Benrath production facility will be closed and the total cold rolling capacity will be reduced. It is currently estimated that the savings benefits from the EMEA structuring will start to materialize in 2015 with about EUR 20 million. In 2016 savings benefits are estimated to accumulate to EUR 80 million and full benefits of EUR 100 million to be visible in 2017. Majority of the related costs have already been recorded in the first half of 2014.

Outokumpu's ongoing synergy, cost saving and other efficiency measures include the P150 cost reduction program aimed at reducing annual costs through savings in procurement, IT and operational costs as well as in general and administration costs, including headcount reductions. Outokumpu is currently working on identifying and implementing further cost savings potential and plans to introduce new target levels in the coming month. The P300 working capital reduction program aimed at improving the efficiency of Outokumpu's net working capital of continuing operations through inventory reduction, and accounts receivable and accounts payable management.

Profitable Growth through Recent Investments

In recent years, Outokumpu has invested in securing its position as a leading global stainless steel producer, which Outokumpu believes provides a foundation for long-term sustainable profitability. These investments include the Calvert production facility in the United States, which Outokumpu expects to complete technical ramp-up in 2014 and to achieve full commercial capacity in 2016, and the project to double its ferrochrome production in Tornio, which is scheduled to be ramped up to full technical production capacity in 2015.

The ramp-up of the Calvert facility is expected to significantly improve Outokumpu's competitiveness in the Americas, enabling Outokumpu to further increase its market share in the region. Outokumpu will supply feedstock from Calvert to be processed by its cold rolling facility in Mexico, which is expected to improve unit production costs for the cold rolling facility in Mexico and contribute to increasing Calvert's capacity utilization level. Outokumpu targets that the Stainless Americas business area will be EBITDA break-even for the full year ending December 31, 2014 with delivery volumes of approximately 530,000 tonnes.

Outokumpu is finalizing the doubling of its ferrochrome production capacity, with a target of reaching the full technical capacity of 530,000 tonnes in 2015. Once the ferrochrome operations reach full capacity, Outokumpu expects to produce more ferrochrome than required by its stainless steel production operations, allowing it to further benefit from the cost advantage and other advantages associated with being Europe's only ferrochrome producer with access to the only known chromite reserves in the EU.

Enhance Market Leadership through Customer Loyalty, Quality of Operations and Customer Satisfaction

Outokumpu intends to continue to focus on building strong relationships with customers and to become the stainless steel supplier of choice through its focus on the high quality of its operations. Outokumpu aims to continue to offer one of the broadest product portfolios of standard and specialty stainless steel products through a constant focus on innovation. Outokumpu plans to focus on excellent quality in its operations and processes to ensure that customers are satisfied with Outokumpu's product, starting from pre-sales, where Outokumpu aims to continue to be a leader in providing technical advice to customers as well as in cooperating with customers to develop new solutions.

INDUSTRY AND MARKET OVERVIEW

Stainless Steel

Stainless steel is a versatile and widely used material that plays a key role in many important areas, including urbanization; transportation; and the production and consumption of food, water and other beverages, and energy. Stainless steel's attractive properties, which include corrosion resistance, high strength-to-weight ratio, heat tolerance, aesthetic qualities and the ability to be recycled, have contributed to the increased use of stainless steel in new and existing applications.

Stainless steel differs from carbon steel by the chromium content: stainless steel contains a minimum of 10.5 percent chromium. One of the most important properties of stainless steel is corrosion resistance, which results from a thin layer of chromium oxide that forms on its surface in the presence of oxygen. The chromium oxide layer acts as a barrier between the stainless steel and its surroundings and is impermeable, insoluble and self-repairing in the presence of oxygen, whereas unprotected carbon steel rusts when exposed to air and moisture. In addition to chromium, typical alloying elements in stainless steel include nickel, molybdenum and nitrogen. In 2013, total global steel production was 1.6 billion tonnes, of which approximately 92 percent was carbon steel and approximately 2.4 percent was stainless steel (source: World Steel Association; SMR, January 2014). Outokumpu does not operate in the carbon steel business.

Stainless steels are divided by their crystalline structure into four major types:

- Austenitic stainless steel grades contain both chromium and nickel and have a low carbon content, with the most commonly used grade containing 18 percent chromium and eight percent nickel. Austenitic grades are resistant to corrosion, hygienic and easy to weld and form. Along with good high and low temperature properties, austenitic grades are non-magnetic (if annealed) and can only be hardened by cold working. Austenitic stainless steel grades are used to make a variety of products including kitchenware, domestic appliances, equipment for process industries, vessels and piping, containers, architectural facades and construction (e.g., for bridges). Molybdenum-alloyed austenitic grades, also called moly grades, are used where better corrosion resistance is needed, especially in the chemical and process industry. Austenitic stainless steel grades are the most common type of stainless steel. In 2013, standard and specialty austenitic stainless steel grades accounted for approximately 75 percent of Outokumpu's external stainless steel deliveries.
- Ferritic stainless steel grades usually contain no nickel, have a chromium content between 11 and 20 percent and a low carbon content. Ferritic grades are magnetic, have moderate to good corrosion resistance and cannot be hardened by heat treatment. Ferritic grades have properties similar to carbon steel, but have better corrosion resistance. The most common ferritic grades contain either 12 or 17 percent chromium, with 12 percent used mostly in structural applications and 17 percent used mostly in kitchenware, boilers, white goods and indoor architecture. The ferritic grade containing 11 percent chromium and stabilized by titanium is commonly used for automobile exhaust systems. In 2013, ferritic stainless steel grades accounted for approximately 19 percent of Outokumpu's external stainless steel deliveries.
- Austenitic-ferritic (duplex) stainless steel grades have a micro structure that consists of both ferritic and austenitic phases. Duplex grades have a relatively high chromium content (18 to 28 percent) and a low to moderate nickel content (between 1 and 8 percent). The nickel content is insufficient to generate a fully austenitic structure and the resulting combination of ferritic and austenitic structures is called duplex. Many duplex grades also contain 2.5 to 4 percent molybdenum. Duplex grades have a high resistance to stress corrosion, cracking and chloride ion attacks as well as higher yield strength than austenitic or ferritic grades, which allows the construction of lighter structures as less material is required to achieve the same strength. They are commonly used in storage tanks, the pulp and paper industry, marine applications, desalination plants, heat exchangers and petrochemical plants. Outokumpu is the leading producer of duplex stainless steel grades globally in terms of market share (source: SMR, February 2014), which accounted for approximately 3 percent of Outokumpu's external stainless steel deliveries in 2013.

- Martensitic stainless steel grades have a relatively high carbon content (0.1 to 1.2 percent) as compared to other stainless steel grades, usually contain 11 to 13 percent chromium and may also contain nickel. Martensitic grades have moderate corrosion resistance and are the only stainless steel grades that can be hardened by heat treatment, which gives them greater strength and hardness. Martensitic grades are magnetic and are generally difficult to weld. Martensitic grades are commonly used for knife blades, surgical instruments, turbine blades, shafts, spindles and pins. Outokumpu produces martensitic stainless steel grades in small quantities.

Ferrochrome

Ferrochrome, an alloy of chromium and iron containing 50 to 70 percent chromium, is an essential raw material in the stainless steel production. The most common type of ferrochrome on the market is charge grade ferrochrome, which typically contains 50 to 54 percent chromium, 6 to 8 percent carbon and 3 to 4 percent silicon.

Ferrochrome production begins with the mining of chromite, an iron chromium oxide. The chromite ore is concentrated into upgraded lumpy ore and fine concentrates for further processing. Prior to smelting, fine concentrate is formed into pellets and sintered in order to improve the performance of the smelting process. Upgraded lumpy ore does not need to undergo further processing prior to smelting.

In the ferrochrome smelting process, charge grade ferrochrome is heated, generally in an electric arc furnace, and reduced using metallurgical coke. Additional materials are added to promote slag formation, among other things. As liquid ferrochrome and slag collects at the bottom of the furnace, it is tapped and cast in large forms. In addition to slag, carbon monoxide is also formed as a by-product of the ferrochrome smelting process. After the ferrochrome cools, it is crushed to facilitate use in further processing.

Although it does not have any domestic sources of chromite, China has produced increasing amounts of ferrochrome in recent years and became the largest ferrochrome producer globally in 2012. China is expected to have a 36 percent share of global ferrochrome production in 2013 (source: CRU Ferrochrome Market Service, August 2013). Approximately 32 percent of the global ferrochrome production in 2013 is expected to take place in South Africa (source: CRU Ferrochrome Market Service, August 2013), which also holds an estimated 74 percent of the world's chromite reserves (source: Department of Mineral Resources, South Africa; Heinz H. Pariser, October 2013). Other major ferrochrome producing countries include Kazakhstan and India, both of which have large domestic chromite resources. The EU's only chromite mine is Outokumpu's Kemi mine. Approximately 72 percent of the global ferrochrome production in 2013 was used by stainless steel producers (source: Heinz H. Pariser, January 2014).

Outokumpu's ferrochrome production facility is located in Tornio, Finland, where it has access to sufficient electricity and is close to European stainless steel producers. The ferrochrome production facility is located on the same site as Outokumpu's stainless steel melt shop, which provides integration benefits such as the possibility of using molten ferrochrome in the stainless steel production process and using the carbon monoxide produced (as a by-product) as a fuel in other heating processes.

Stainless Steel Production Process

Stainless steel production begins in the melt shop, where raw materials are melted and the alloy content of the steel is adjusted to the desired composition, after which the steel is cast into semi-finished products with various cross-sectional forms, such as slabs. Semi-finished products are further processed by hot and cold rolling or other production processes into finished products for customers.

Melting

In the melting process, raw materials are melted in an electric arc furnace, which consumes large amounts of electricity. In Europe, the main raw material for production of austenitic stainless steel grades is recycled stainless steel, while larger amounts of ferrochrome and recycled carbon steel are required for producing ferritic grades. After melting, the molten stainless steel is further processed in an Argon Oxygen Decarburization ("AOD") converter, where carbon is removed using oxygen-argon decarburization and sulfur is removed using a

special slag treatment. The majority of the fine-tuning of the stainless steel's composition takes place in the AOD converter due to the rigorous quality requirements placed on stainless steel. After the AOD process, the molten stainless steel undergoes secondary treatment in the ladle furnace, where fine tuning of the melt composition and temperature adjustments take place. Finally, the molten stainless steel is cast into semi-finished products, including slabs, billets and blooms, using a continuous casting process. Outokumpu's Tornio production facility is integrated into ferrochrome production, which allows molten ferrochrome to be used directly in stainless steel raw material, thereby reducing energy consumption as the ferrochrome does not need to be re-melted, among other benefits.

Hot Rolling

In the hot rolling process, the cast semi-finished products are first heated and then hot rolled using different hot rolling processes depending on the desired product. Flat products can either be produced in a hot strip mill, which passes a slab through a series of rolling mills in one direction to produce black hot band, or on a reversing mill, in which a slab is rolled back and forth through a single rolling mill to produce quarto plate.

Black hot band is used as feedstock for the initial annealing and pickling process in a cold rolling facility. After hot rolling, quarto plates are annealed, pickled and cut to the required dimensions before being delivered to customers. Quarto plates are primarily used for projects in the energy, chemical transportation and desalination industries as well as for pressure vessels, tanks, thick-walled tubes, bridge structures and process equipment.

For long products with a circular cross-section, billets or blooms are hot rolled to the desired diameter. Long products produced by hot rolling include rod coil, which is used to manufacture a range of precision components, including needles and pins, springs, welding consumables, fasteners and bolts, machined components and filtration components, and bars, which are used to manufacture a range of machined components, including valves, fittings, pump shafts and fasteners, and in a variety of infrastructure projects in the form of rebar and structural supports.

Cold Rolling

In the cold rolling process, black hot band is rolled at room temperature to reduce the thickness and achieve the desired properties. Black hot band is usually annealed and pickled into white hot band before the cold rolling process.

Initial Annealing and Pickling

Black hot band in austenitic grades must be processed on a continuous annealing and pickling line before it is ready for cold rolling. Respectively, ferritic and martensitic grades are normally processed first in a batch annealing furnace and then on a continuous pickling line before they are ready for cold rolling. The black hot band is first annealed (softened by heating) to promote desired properties in the steel. In the subsequent pickling process, the scale is chemically removed from the surface using acids.

The initial annealing and pickling produces white hot band, which is used as feedstock for cold rolling mills and can be sold to customers, primarily for projects within the energy, chemical transportation and desalination industries as well as for pressure vessels, tanks, thick-walled tubes, bridge structures and process equipment.

Cold Rolling and Finishing

For producing cold rolled flat products, white hot band is usually rolled at room temperature on a cluster rolling mill to the desired thickness. The strip is then annealed and pickled as well as skin passed in order to improve the surface finish. Stainless steel with particularly high surface requirements can be annealed on a bright annealing line, which anneals the stainless steel in an atmosphere of inert gases. Bright annealing preserves and enhances the shiny metallic surface of the cold rolled strip, resulting in a mirror-like finish. Certain austenitic and ferritic stainless steel products are usually sold with a bright annealed finish. In addition, there are a variety of surface treatments, such as polishing, brushing and coating the steel with a fingerprint-resistant coating. The flatness of the strip can be improved by using a tension leveling line. Finally, the strip can be slit to form narrower strips or

cut to the desired length to form foils or sheets. Cold rolled coils can also be used as feedstock for further cold rolling to produce thinner precision strip and foil.

Cold rolled products are used in a wide variety of end uses, ranging from demanding corrosion resistant solutions for the process industry and consumer durables made from polished strip, to prestigious buildings or other architectural applications that use patterned sheet. Due to their high dimensional tolerances and good surface quality, cold rolled products are the predominant category of stainless steels on the market.

Tube Production

To produce tubes and pipes, stainless steel strips are slit to width, formed into pipes and welded longitudinally using special welding equipment. Welded tubes and pipes can be classified into three categories based on the main area of application. Process tubes and pipes are used for transporting fluids or gases in corrosive or high temperature environments and are primarily used in the process and chemical industries. Structural and decorative pipes are used in constructional and architectural applications in buildings. Stainless steel pipes are also used for automobile exhaust systems.

Long Products Drawing

In addition to hot rolling, bars can also be formed by cold drawing. In the cold drawing process, unheated feedstock is drawn through a die to reduce the diameter and increase length. Before drawing, the end of the feedstock is reduced or pointed to get the end through the die, then the end is placed in grips and the rest of the feedstock is pulled through the die. Drawing can also be used to produce bar with noncircular cross-sections and thin wires.

Open Die Forging

Open die forging involves using pressure to shape a heated steel ingot between a top die attached to a ram and a bottom die attached to a hammer anvil or press bed. The stainless steel is worked above its recrystallization temperature and gradually shaped by hammering or pressing the ingot. During the forging process, a computer-controlled pair of tongs moves the work piece to the desired position. As the parts cool during the forging process, they are reheated to the required temperature in a forging furnace and processed in several steps. The benefits of open die forgings include the ability to create high strength, long life parts with complex shapes that are optimized in terms of both mechanical properties and structural integrity.

Stainless Steel Distribution

Stainless steel is generally sold either directly to end users or to stainless steel distributors, tube makers and processors, such as steel service centers, who resell the products to end users. The usual method of distribution for stainless steel products varies by stainless steel type and product. Distributors tend to stock stainless steel products and grades that have many end users, such as regular austenitic cold rolled products and some austenitic long and tubular products. Distributors may also stock a limited amount of hot rolled austenitic stainless steel. Factors that lead end users to purchase stainless steel from distributors can include lead times, both due to proximity to the end user and the fact that the product is in stock, and the ability to order smaller quantities. In addition, distribution is often associated with some value added services, such as slitting and polishing.

Factors that lead end users to purchase directly from the producer can include purchasing large quantities or special grades as well as the need for technical advice. Generally, large end users, such as automobile and white goods manufacturers, prefer to purchase stainless steel directly from the producer in order to develop relationships and receive volume discounts. Many ferritic applications are used in industries that have consolidated purchasing, such as the automotive and white goods industries, which generally results in more direct routes to market as compared to austenitic products. In addition, end users interested in special grades, such as duplex grades, tend to purchase directly from producers due to the customizable nature of special grades products and the producer's technical knowledge and ability to provide advice on product selection and other matters. The tailor-made nature of special stainless steel products makes it less likely that distributors will have the specific product that the customer requires in stock.

Outokumpu sells both to end users (approximately 55 percent of sales in 2013) and to distributors and processors (approximately 45 percent of sales in 2013). See “*Business Overview—Customers.*”

Stainless Steel Market

Demand

The following table sets forth the real demand of stainless steel finished products by geographic regions for the years indicated:

	For the year ended December 31,							CAGR	
	2008	2009	2010	2011	2012	2013	2014 ⁽¹⁾	2015 ⁽¹⁾	2013–15 ⁽¹⁾
	(tonnes in thousands)							(percent)	
Europe	5,870	4,700	5,180	5,550	5,580	5,450	5,600	5,790	3.1
NAFTA.....	2,120	1,630	1,920	2,470	2,670	2,750	2,860	2,960	3.7
China	7,700	9,120	10,850	12,040	12,830	14,150	15,140	16,070	6.6
Asia ⁽²⁾	6,740	6,290	7,530	7,900	8,110	8,450	8,790	9,190	4.3
Other.....	<u>1,770</u>	<u>1,520</u>	<u>1,820</u>	<u>1,980</u>	<u>1,970</u>	<u>2,100</u>	<u>2,230</u>	<u>2,350</u>	5.7
Total/World	<u>24,200</u>	<u>23,250</u>	<u>27,300</u>	<u>29,930</u>	<u>31,160</u>	<u>32,910</u>	<u>34,630</u>	<u>36,360</u>	5.1

Source: SMR, February 2014.

(1) Forecast.

(2) Excluding China.

Demand for stainless steel has been heavily influenced by general economic conditions in recent years. During 2009, uncertainty caused by the prevailing adverse economic conditions contributed to a reduction in business and consumer spending. As a result, demand for stainless steel products decreased, which led many stainless steel end users to implement temporary or permanent production stoppages and other cost reduction measures. While global stainless steel demand decreased by 3.9 percent in 2009 as compared to 2008, demand in the NAFTA region and Europe decreased by 23.4 percent and 19.9 percent, respectively, for the same period. Stainless steel demand began to recover in 2010, with global demand growing 17.4 percent as compared to 2009. This recovery continued in 2011, with global demand growing 9.6 percent as compared to 2010. However, demand for stainless steel in 2012 continued to be influenced by the prevailing economic conditions. A weakening economic environment due to uncertainty in the euro area and slower than expected growth in Asia led to modest growth in stainless steel demand as compared to 2011. In addition, the price of nickel declined in 2012, which caused stainless steel users to postpone purchases and, therefore, negatively contributed to stainless steel demand (source: SMR, February 2014).

Global stainless steel demand increased to 32.9 million tonnes in 2013, an increase of 5.6 percent as compared to 2012. In 2013, demand for stainless steel in Europe decreased by 2.4 percent to 5.5 million tonnes. Western European stainless steel demand decreased in 2013 as compared to 2012 by 2.9 percent, as the demand in all major consuming countries, such as Italy, Germany, France and Spain, decreased substantially during the period. Demand for stainless steel increased in Sweden, Belgium and Greece. In Eastern Europe, demand for stainless steel increased by 2.5 percent in 2013 as compared to 2012. Demand in Poland increased by 5.7 percent due to stable cold rolled demand from consumer goods fabricators, while the demand in the Czech Republic increased by 6.7 percent in 2013. Similar to 2012, the second six months of 2013 in Europe was weaker than the first six months of 2013 in terms of consumption. Demand for stainless steel in the Middle East recovered to 639 thousand tonnes in 2013 (an increase of 9.8 percent as compared to 2012), driven by Turkey, which reached a new record level of 370 thousand tonnes in 2013. Demand for stainless steel in CIS increased by 8.1 percent in 2013 as compared to 2012. (Source: SMR, February 2014.).

In 2013, demand for stainless steel in NAFTA increased by 3.3 percent to 2.8 million tonnes. After a comparatively weak start to the beginning of the year, dynamics in the United States market improved from the second quarter of 2013 onwards, resulting in an increase in demand of 2.3 percent in 2013 as compared to 2012. Demand for stainless steel in 2013 as compared to 2012 also increased in Mexico (9.7 percent) and Canada (4.2 percent). In South America, demand for stainless steel in Brazil increased by 11.2 percent in 2013 as compared to 2012 to a new record level of 471 thousand tonnes. Demand for stainless steel in other markets in South

America, such as Argentina, Colombia and Chile, was even or decreased. Demand for stainless steel in China increased by 10.3 percent in 2013 as compared to 2012 to 14.1 million tonnes, and China accounted for 63 percent of Asian stainless steel demand in 2013. India had the second largest demand for stainless steel in Asia in 2013 (12 percent) and demand for stainless steel in India increased by 7.0 percent in 2013 as compared to 2012 to 2.8 million tonnes. In 2013, Japan was the third largest of the major Asian stainless steel consuming countries with a demand of 1.9 million tonnes, which was a 6.2 percent increase in demand as compared to 2012, primarily driven by Japan's competitive currency. (Source: SMR, February 2014.)

Global stainless steel demand is forecasted to reach 34.8 million tonnes and 36.5 million tonnes in 2014 and 2015, respectively. Between 2013 and 2015, global stainless steel consumption is expected to increase at an annual growth rate of 5.1 percent (CAGR), while growth is estimated to be mainly driven by increased consumption in China (6.6 percent (CAGR)) and Asia, excluding China (4.3 percent CAGR). In Europe and NAFTA, total stainless steel demand is forecast to increase by 3.1 and 3.7 percent CAGR, respectively, from 2013 to 2015.

The following table sets forth the real demand of stainless steel finished products by end user segment for the years indicated:

	For the year ended December 31,								CAGR
	2008	2009	2010	2011	2012	2013	2014 ⁽¹⁾	2015 ⁽¹⁾	2013–15 ⁽¹⁾
	(tonnes in thousands)								(percent)
Consumer Goods and Medical.....	8,640	8,910	10,200	11,140	13,790	14,860	15,580	16,350	4.9
Chemical, Petrochemical and Energy.....	4,610	4,210	5,210	5,750	5,530	5,680	6,060	6,210	4.5
Automotive and Heavy Transport.....	4,380	4,220	4,760	5,100	3,510	3,580	3,760	4,020	6.0
ABC and Infrastructure..	3,150	2,750	3,440	3,730	4,720	5,020	5,290	5,620	5.9
Industrial and Heavy Industry.....	2,940	2,540	2,990	3,450	2,690	2,800	2,940	3,110	5.3
Others.....	490	610	690	760	920	970	1,000	1,060	4.3
Total/World.....	<u>24,200</u>	<u>23,250</u>	<u>27,300</u>	<u>29,930</u>	<u>31,160</u>	<u>32,910</u>	<u>34,630</u>	<u>36,360</u>	<u>5.1</u>

Source: SMR, February 2014.

(1) Forecast.

Global consumption of stainless steel products in 2013 was split among the Consumer Goods and Medical (45.2 percent), Chemical, Petrochemical and Energy (17.3 percent), Automotive and Heavy Transport (11.0 percent), Architecture, Building, Construction and Infrastructure (15.2 percent), Industrial and Heavy Industry (8.5 percent) and Others (2.9 percent) segments. The largest annual growth in demand occurred in the Consumer Goods and Medical (7.7 percent), the Architecture, Building, Construction and Infrastructure (6.3 percent) and Industrial and Heavy Industries (4.3 percent) segments. Demand for stainless steel in the Chemical, Petrochemical and Energy, Automotive and Heavy Transport and the Others segments increased by 2.9 percent, 1.9 percent and 5.2 percent, respectively in 2013 as compared to 2012.

In Europe, demand for stainless steel decreased by 2.4 percent in 2013 as compared to 2012 to 5.5 million tonnes, which was below the 2008 level of 5.9 million tonnes. This was primarily attributable to a decrease in demand from the Chemical, Petrochemical and Energy (a decrease of 3.8 percent), Automotive and Heavy Transport (a decrease of 3.8 percent) and Industrial and Heavy Industry (a decrease of 2.9 percent) segments. Demand for stainless steel in the Architecture, Building, Construction and Infrastructure and Consumer Goods and Medical segments decreased by 2.9 percent and 1.2 percent, respectively, in 2013 as compared to 2012. (Source: SMR, February 2014.)

The NAFTA region also experienced an increase in stainless steel demand in 2013 as compared to 2012, increasing 3.3 percent to 2.8 million tonnes. This increase was primarily attributable to an increase in demand for

stainless steel from the Automotive and Heavy Transport (increase of 5.9 percent), Architecture, Building, Construction and Infrastructure (increase of 4.1 percent) and Consumer Goods and Medical (increase of 3.9 percent) segments. Demand for stainless steel in the Chemical, Petrochemical and Energy and Industrial and Heavy Industry segments decreased by 1.9 percent and 2.4 percent, respectively, in 2013 as compared to 2012. (Source: SMR, February 2014.)

Outokumpu believes that the overall long-term prospects for stainless steel demand remain positive. Key global megatrends in urbanization, modernization and increased mobility combined with growing global demand for energy, food and water are expected to promote the growth of stainless steel demand in the future. SMR forecasts an average annual growth rate of 5.1 percent (CAGR) for global stainless steel consumption between 2013 and 2015, mainly attributable to increased demand from the Automotive and Heavy Transport (6.0 percent), Architecture, Building, Construction and Infrastructure (5.9 percent) and Industrial and Heavy Industries (5.3 percent) segments. Between 2013 and 2015, the Consumer Goods and Medical and the Chemical, Petrochemical and Energy segments are expected to grow at average annual growth rate of 4.9 percent and 4.5 percent (CAGR), respectively.

The following table sets forth the end user consumption of stainless steel finished products by stainless steel grade group for the years indicated:

	For the year ended December 31,							CAGR	
	2008	2009	2010	2011	2012	2013	2014 ⁽¹⁾	2015 ⁽¹⁾	2013–15 ⁽¹⁾
	(tonnes in thousands)							(percent)	
Austenitic ⁽²⁾	14,110	13,340	15,500	17,140	17,350	17,940	18,620	19,300	3.7
Ferritic ⁽³⁾	6,070	5,860	7,310	8,020	7,800	8,500	9,250	10,040	8.7
Chromium manganese austenitic ⁽⁴⁾	3,750	3,900	4,280	4,520	5,550	5,970	6,200	6,400	3.5
Duplex.....	280	140	210	260	330	360	410	460	12.9
Total/World.....	<u>24,200</u>	<u>23,250</u>	<u>27,300</u>	<u>29,930</u>	<u>31,160</u>	<u>32,910</u>	<u>34,630</u>	<u>36,360</u>	<u>5.1</u>

Source: SMR, February 2014.

- (1) Forecast.
- (2) 300 series.
- (3) 400 series.
- (4) 200 series.

In recent years, there have been significant changes in the consumption of stainless steel grade groups, mainly attributable to higher and more volatile nickel prices and increased stainless steel production in China and India. These factors have contributed to a decrease in the relative consumption of 300 series (nickel containing) stainless steel grades and an increase of no nickel (ferritic) stainless steel grades and low nickel stainless steel grades (200 series, lean duplex). From over 75 percent of total finished stainless steel consumption in the 1990s, the relative consumption of 300 series stainless steel declined to approximately 55 percent in 2013. Over this period, the relative consumption of ferritic, 200 series and duplex stainless steel grades have increased to approximately 26 percent, 18 percent and 1.1 percent, respectively.

Between 2013 and 2015, SMR forecasts that duplex stainless steel grades will be the fastest growing in terms of consumption (12.9 percent CAGR) and that in 2015, duplex stainless steel grades are estimated to represent approximately 1.3 percent of total stainless steel consumption. Consumption of ferritic stainless steel grades is forecasted to grow at a rate of 8.7 percent CAGR between 2013 and 2015 and is estimated to represent approximately 27.6 percent of total stainless steel consumption in 2015. For the same period, SMR forecasts that austenitic stainless steel grades will be the third fastest growing in terms of consumption (3.7 percent CAGR) and will represent approximately 53.1 percent of total stainless steel consumption in 2015. Consumption of 200 series stainless steel grades is forecasted to grow at a rate of 3.5 percent CAGR and is estimated to represent approximately 17.6 percent of total stainless steel consumption in 2015.

Production

Global stainless steel slab production was 30.4 million tonnes in 2013, an increase of 7.0 percent as compared to 2012. In Europe, stainless steel production was 5.5 million tonnes in 2013, a decrease of 3.8 percent as compared

to 2012. Stainless steel production in Europe has not yet recovered from the impact of the financial crisis and remains significantly below the 2006 level of 7.3 million tonnes. In China, stainless steel production has increased significantly during the past 10 years, from 1.2 million tonnes in 2003 to 15.9 million tonnes in 2013 (source: SMR, February 2014).

In response to strong demand for stainless steel products from China in the 1990s and early 2000s, the European stainless steel industry made significant investments in increasing production capacity. However, during the 2000s, China rapidly invested in the construction of local stainless steel production capacity. As China transitioned from being a net importer of stainless steel to being the world's largest stainless steel producer and a net exporter of stainless steel products, the capacity utilization levels of stainless steel producers in other regions decreased. With Chinese stainless steel producers serving domestic demand and increasingly exporting their material around the world, stainless steel producers in other countries have been forced to find new markets for production that was previously destined for China as well as for production destined for their local demand, which Chinese producers have increasingly been serving. Moreover, price advantages in Asia keep up the attractiveness of imported material in the European market. The price advantages result from the high investments of Asian mills in new state-of-the-art facilities with high production capacities, economies of scale and partially from cost advantages, for example, from using alternative raw materials such as nickel pig iron. These pressures have led to substantially higher levels of stainless steel imports into the European market (23.7 percent of the total consumption in 2013 compared to 18.6 percent in 2012). Stainless steel products from Asia accounted for approximately 70 percent of the total amount of imports into the European stainless steel market in 2013 when in 2012 it was only 62 percent (source: EUROFER; and Foreign Trade Statistics February 2014). Average imports into the NAFTA region, however, reached 13.4 percent of the total consumption in 2013, which was far below the average level of 18.6 percent in 2012. After high levels of imports in the second and third quarter of 2012, imports into the NAFTA region have been decreasing since the fourth quarter of 2012. The share of Asian imports out of the total amount of imports into the NAFTA region decreased from 57 percent to 55 percent in 2013 as compared to 2012 (source: Foreign Trade Statistics, February 2014).

Rapid growth in Chinese stainless steel production capacity combined with low growth in European stainless steel consumption has exacerbated the overcapacity in Europe and limited growth opportunities for European stainless steel producers, particularly in standard grades. In addition to price pressure, overcapacity has resulted in lower production capacity utilization rates for European producers. The production of stainless steel is capital intensive and producers generally seek to maintain high capacity utilization levels to improve their profitability. Increased stainless steel production capacity in Asia, especially increased melting capacity, has reduced demand for European semi-finished products to negligible levels.

Stainless Steel Competition

In 2013, the global stainless steel slab production capacity totaled approximately 43.9 million tonnes. The largest producers based on this measure are Taiyuan Iron and Steel Company ("Tisco") (4.2 million tonnes), Outokumpu (3.7 million tonnes), Posco (3.7 million tonnes), Baosteel (3.5 million tonnes), Yieh United Steel Corporation ("Yusco") (3.0 million tonnes), Acerinox, S.A. ("Acerinox") (2.7 million tonnes), and Aperam S.A. ("Aperam") (1.9 million tonnes).

Outokumpu's primary competitors in Europe in 2013 were Aperam and Acerinox, which are both global suppliers, and Outokumpu also competed with imports from outside of Europe (primarily from Taiwan, South Korea, China, Japan, India and the United States). Although AST belonged to Outokumpu until the Completion Date of the Divestment, the EU Commission ring-fenced AST can also be considered to be a competitor already in 2013. Local suppliers generally account for the majority of stainless steel sales in other regional markets in which local presence, knowledge and often trade barriers may provide them with advantages. In NAFTA, the main stainless steel producers are North American Stainless (a member of the Acerinox group), Outokumpu, AK Steel Corporation and ATI Allegheny Ludlum Corporation. In Asia, the significant new capacity built in recent years has resulted in a fragmented market where there are more than 50 manufacturers. Local producers mostly focus on lower margin commodity products, making it difficult to gain market share in the commodity products market. China is a highly competitive market with many competitors having a fully integrated production chain from melting to cold rolling operation. The main stainless steel producers in Asia are Posco, Tisco, Baosteel, Yusco, JISCO, Nippon Steel & Sumikin Stainless Steel Corporation (NSSC) and Nisshin Steel Co., Ltd.

BUSINESS OVERVIEW

Business Operations

Outokumpu is a leading global stainless steel producer with annual melting capacity of 4.1 million tonnes and annual finished product capacity of approximately 3.6 million tonnes in 2013. Outokumpu produces stainless steel products, from semi-finished products, such as slabs, blooms and billets, to finished products, such as cold rolled coils and sheets, in a variety of stainless steel grades. Through its service centers, Outokumpu offers products and solutions tailored to individual customers' requirements. Outokumpu also produces ferrochrome, a key raw material for stainless steel production, through the Tornio ferrochrome production facility in Finland, and its chromite mine in Kemi, Finland. Outokumpu's production is concentrated in Finland, Germany, Sweden, the United Kingdom, the United States, Mexico and China.

Outokumpu produces a full range of standard and high-alloyed austenitic stainless steel grades, which comprise the majority of Outokumpu's stainless steel deliveries. In 2013, approximately 75 percent of Outokumpu's external stainless steel deliveries were standard and specialty austenitic stainless steel grades. Outokumpu also offers a variety of standard and high-temperature ferritic stainless steel grades. In addition, Outokumpu is the leading producer of duplex stainless steel grades globally in terms of market share (source: SMR, February 2014), including its proprietary LDX 2101® and LDX 2404® grades. Outokumpu also produces a variety of other special stainless steel grades, including heat resistant and high-alloyed austenitic stainless steel grades as well as some martensitic grades.

The following table sets forth Outokumpu's deliveries by major stainless steel product category for the years indicated:

	For the year ended December 31,	
	2013	2012
	(tonnes in thousands)	
Cold rolled.....	1,879	728
White hot strip.....	370	315
Quarto plate.....	77	88
Long products.....	62	59
Semi-finished products:		
Stainless steel ⁽¹⁾	186	193
Ferrochrome.....	212	68
Tubular products.....	<u>12</u>	<u>44</u>
Total deliveries.....	<u>2,797</u>	<u>1,495</u>

(1) Continuing operations. There were no discontinued operations for the year ended December 31, 2012

(2) Includes black hot rolled, slabs, billets and other stainless steel products.

Outokumpu has significant direct sales to end users in segments such as industrial uses and construction segments as well as limited sales to the catering and appliances segment. As a supplier of stainless steel products for industrial projects, market segments such as pulp and paper, desalination, and oil and gas exploration and production are also important to Outokumpu. In addition, Outokumpu also sells to stainless steel distributors and processors. For the year ended December 31, 2013, approximately 55 percent of Outokumpu's sales were directly to end users and the remaining approximately 45 percent were to distributors and processors.

Outokumpu also produces ferrochrome, primarily charge grade ferrochrome. For the years ended December 31, 2013 and 2012, Outokumpu produced 434,000 tonnes and 230,000 tonnes, respectively, of ferrochrome. Of the total 2013 production, Outokumpu used approximately 55 percent internally for stainless steel production and the remaining approximately 45 percent was sold on the global market.

Business Areas

Outokumpu consists of five business areas with sales, production, and profit responsibility:

- Coil EMEA (formerly Stainless EMEA)
- Coil Americas (formerly Stainless Americas)
- APAC (formerly Stainless APAC)
- Quarto Plate
- Long Products

Until August 31, 2014, Outokumpu was organized into the four business areas with responsibility for sales, profitability, production and supply chain management, namely (i) Stainless EMEA, (ii) Stainless Americas, (iii) Stainless APAC and (iv) Specialty Stainless. With the new business area structure effective Specialty Stainless ceased to exist and Quarto Plate and Long Products that had formerly been business lines became business areas. Outokumpu plans to report its third-quarter financial report 2014 according to a new segment structure. In addition to the five business areas, Outokumpu will continue to have strong group functions to drive group-wide efficiency and alignment in key business processes.

Coil EMEA

Coil EMEA (formerly Stainless EMEA) is the largest of Outokumpu's business areas in terms of sales. Coil EMEA produces standard austenitic and ferritic grades and tailored standard stainless steel products that are primarily used in automotive, transport, white goods, building and construction, chemical and petrochemical and energy industries as well as other process industries. Coil EMEA's operations include stainless steel production in Finland and Germany, a finishing unit in the Netherlands and an extensive sales network across the EMEA region. As part of the Coil EMEA business area, Outokumpu also operates its own chromite mine in Kemi, Finland, and ferrochrome production in Tornio, Finland.

In connection with the new business area structure, former business line Special Coil under the Specialty Stainless business area has become part of Coil EMEA business area. Special Coil offers a wide range of stainless steel special grades, including duplex grades, and products in a variety of dimensions. Special Coil is comprised of the Avesta flat products production facility in Sweden, and the Nyby flat products production facility in Sweden. The Avesta production facility's main products are thick two-meter-wide cold rolled coil products and white hot band as well as plate for the process industry. Avesta production facility also specializes in producing duplex stainless steel grades. Outokumpu's Nyby cold rolling facility in Sweden produces cold rolled coil and sheets.

Coil Americas

Coil Americas (formerly Stainless Americas) produces standard austenitic and ferritic grades as well as tailored stainless steel products. Outokumpu has a well-established presence in the Americas with production units located in Mexico and the United States, a service center in Argentina and sales offices in the United States, Mexico and Brazil. Stainless Americas' customers include the automotive and transport, consumer appliances, oil and gas, chemical and petrochemical, food and beverage processing as well as building and construction industries. Outokumpu believes that it is well positioned to further expand its market share in the Americas with the ramp-up of the new integrated production facility in Calvert, United States, which will be one of the lowest cost stainless steel production facilities in the North America and the only U.S. producer to be able to provide 72-inch-wide stainless steel.

APAC

Outokumpu's cold-rolling mill in Shanghai, China (SKS, a joint venture between Outokumpu and SPS) produces mainly high quality stainless steel flat products for the consumer and automotive industries in China. The Kunshan service center specializes in selling, processing and distributing high quality stainless steel products, including high-alloyed and duplex stainless steels. The Kunshan service center also provides technical expertise to customers (e.g., in material selection, corrosion resistance, fabrication and logistics). Most of the high quality products sold in the APAC region are produced in Outokumpu's production facilities in Europe and transported into the APAC region. Stainless APAC's mission is to strengthen Outokumpu's presence in the APAC region

with profitable growth. With a cold-rolling mill, service centers, warehouses and an extensive network of sales offices, Outokumpu has a solid platform for growing sales and enabling faster delivery times for customers.

Quarto Plate

Quarto Plate has formerly been a business line within the Specialty Stainless business area. Quarto Plate unit is a global leader in tailored quarto plate material with key operations in Sweden and in the US. It has 800 employees and an annual sales of around EUR 400 million in 2013.

Special Plate is comprised of the Degerfors quarto plate production facility in Sweden, and the New Castle quarto plate production facility in the United States. Outokumpu’s New Castle and Degerfors production facilities produce quarto plate in standard and special stainless steel grades for use in projects and by the process industry. For more information on Outokumpu’s Degerfors and New Castle production facilities, see “—*Production Facilities—Degerfors*” below and “—*Production Facilities—New Castle*” below.

Long Products

Long Products has formerly been a business line within the Specialty Stainless business area. Long Products unit is focused on specialty stainless long products and has production operations in UK, Sweden and US. It has approximately 700 employees and annual sales of around EUR 550 million in 2013.

Long Products produces rod, rod coil, bar, rebar and other long products at its production facilities located in Sheffield, United Kingdom; and Richburg, United States. Long products are used in a wide range of applications such as springs, wires, surgical equipment, automotive parts and construction.

Long Products also includes the Sheffield melt shop in United Kingdom, which produces stainless steel slabs for use as feedstock for the production of flat products, and billets, blooms and ingots for use as feedstock for the production of long products, and the Wildwood pipe production facility in the United States. The Sheffield melt shop specializes in the production of duplex stainless steel grades and is one of the main suppliers of feedstock to the Specialty Stainless production facilities.

Production Facilities

The following table provides an overview of Outokumpu’s main production facilities as at [September [], 2014]:

Location	Type of Facility	Production capacity⁽¹⁾	Products
		(tonnes per year)	
Coil EMEA			
Tornio, Finland.....	Melt shop	1,450,000	Slabs
	Hot rolling	1,450,000	Black hot band
	Cold rolling	750,000	White hot band
			Cold rolled
	Pelletizing and sintering	1,100,000 ⁽²⁾	Pelletized chromite concentrate
Kemi and Tornio, Finland.....	Smelting	530,000 ⁽²⁾	Charge grade ferrochrome
	Mine	2,700,000 ⁽²⁾	Chromite ore
	Concentration	1,250,000 ⁽²⁾	Upgraded lumpy ore
Bochum, Germany ⁽³⁾	Melt shop	800,000	Metallurgical grade concentrates
			Slab

Subject to completion and approval by the Finnish Financial Supervisory Authority
CONFIDENTIAL DRAFT Listing Prospectus dated September 15, 2014

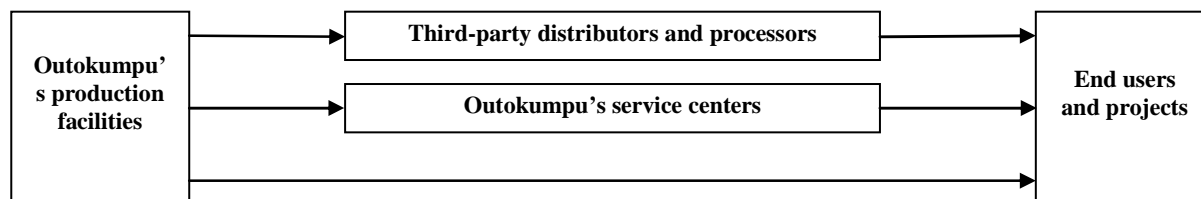
Location	Type of Facility	Production capacity ⁽¹⁾ (tonnes per year)	Products
Krefeld, Germany.....	Hot rolling	1,260,000 ⁽⁴⁾	Black hot band
	Cold rolling	370,000 ⁽⁵⁾	White hot band Cold rolled
Dillenburg, Germany.....	Cold rolling	220,000	White hot band Cold rolled
	Cold rolling	220,000	White hot band Cold rolled
Avesta, Sweden.....	Melt shop	450,000	Slabs
	Hot rolling	900,000	Black hot band
	Cold rolling	50,000	White hot band Cold rolled
Nyby, Sweden.....	Cold rolling	80,000	Cold rolled Semi-cold rolled
	Cold rolling	45,000	Cold rolled thin strip
Kloster, Sweden ⁽⁶⁾	Cold rolling	45,000	Cold rolled thin strip
	Cold rolling	22,000	Precision strip
Coil Americas			
Calvert, United States ⁽⁷⁾	Melt shop	900,000	Slab
	Hot rolling	870,000 ⁽⁸⁾	Black hot band
	Cold rolling	350,000	White hot band Cold rolled
San Luis Potosi, Mexico.....	Cold rolling	250,000	White hot band Cold rolled
	Cold rolling	250,000	White hot band Cold rolled
APAC			
SKS, China.....	Cold rolling ⁽⁹⁾	290,000	Cold rolled
Quarto Plate			
Degerfors, Sweden.....	Hot rolling	110,000 ⁽¹⁰⁾	Quarto plates
	Plate annealing and pickling and finishing		
New Castle, Indiana, United States.....	Plate annealing and pickling and finishing ⁽¹¹⁾	70,000	Quarto plates
Long Products			
Sheffield, United States.....	Melt shop	450,000	Slabs Blooms Billets Ingots
	Drawing	25,000	Bars
	Bar finishing		Wire rod
	Long products finishing ⁽¹²⁾	60,000	Bars
Richburg, South Carolina, United States.....	Long products finishing ⁽¹²⁾	60,000	Bars

Location	Type of Facility	Production capacity ⁽¹⁾ (tonnes per year)	Products
Wildwood, Florida, United States.	Pipe production	20,000	Heavy bars Pipes

- (1) Production facility details include the production capacities available at each step in the stainless steel production process. Output from one step in the production process can be used as feedstock for the next step. Therefore, the sum of the production capacities exceeds the production capacity of saleable finished stainless steel products.
- (2) Outokumpu has an ongoing program to double its annual ferrochrome production capacity, which includes the expansion of the Kemi mine and Tornio ferrochrome production facility. The increased production capacity resulting from this investment is scheduled to be ramped up to full technical production capacity in 2015. The capacities represent the design capacities.
- (3) The Bochum production facility is to be closed in 2015.
- (4) Hot rolling is performed by ThyssenKrupp Steel under a hire rolling agreement. Reflects capacity available under the agreement. Additional quantities can be processed on a case-by-case basis pursuant to separate written agreements. Outokumpu expects to terminate the Bochum HRA (as defined herein) in connection with the Bochum melt shop closure.
- (5) The Benrath production facility is being relocated to Outokumpu's production facility in Krefeld, Germany.
- (6) Outokumpu will close its operations in Kloster by the end of 2014.
- (7) Outokumpu expects the Calvert production facility to complete technical ramp-up in 2014 and to achieve its full commercial capacity in 2016.
- (8) Hot rolling in Calvert is conducted by ArcelorMittal and Nippon Steel & Sumitomo Metal Corporation under a hot rolling toll processing agreement. Reflects capacity available under the agreement.
- (9) SKS is a joint venture with SPS. The capacity reflects the entire capacity of the production facility.
- (10) An investment program to increase the annual production capacity to 150,000 tonnes is scheduled to be completed in 2014.
- (11) Hot rolling is done by a third party using feedstock supplied by Outokumpu.
- (12) Billet hot rolling is done by a third party using feedstock supplied by Outokumpu.

Distribution and Sales Network

The following chart sets forth the main routes to market for Outokumpu's stainless steel products:



Outokumpu's stock and processing network consists of stock points, coil service centers and plate service centers, which have been strategically located near Outokumpu's customer bases. The closing proximity of finishing facilities to customer bases allows Outokumpu to offer its customers shorter lead times and smaller delivery windows for standard and custom products as compared to orders serviced directly from production facilities.

The following table sets forth Outokumpu's service centers by location and type as at the date of this Prospectus:

	Stock point ⁽¹⁾	Coil service ⁽²⁾	Plate Service ⁽³⁾
Argentina, Buenos Aires.....	X	X	
Australia, Melbourne.....	X	X	
Australia, Perth.....	X		
China, Guangzhou.....	X	X	
China, Kunshan.....	X	X	X
China, Shanghai.....	X		
Finland, Jyväskylä.....	X		X
France, Alfortville.....	X	X	
Germany, Gingen.....	X		X

Germany, Sachsenheim.....	X	X	
Germany, Wilnsdorf.....	X	X	
Hungary, Batonyterenye.....	X	X	
India, Mumbai.....	X		
Italy, Carbonera.....	X		
Italy, Castelleone.....	X	X	X
Japan, Tokyo.....	X		
The Netherlands, Aalten.....	X		X
Poland, Dabrowa Gornicza.....	X	X	
Sweden, Degerfors.....	X		X
Sweden, Eskilstuna.....	X	X	
United Kingdom, Sheffield.....	X	X	X

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- (1) Stock points maintain inventories of a wide variety of products and can offer faster delivery times than products ordered directly from Outokumpu's production facilities.
 - (2) Coil service centers are finishing production facilities that offer services such as cut-to-length, slitting, polishing and brushing. Coil service centers also offer traverse winder and edge preparation services.
 - (3) Plate service centers are finishing production facilities that offer services such as plasma, laserjet and waterjet cutting; bending; and machining.

Outokumpu uses a variety of means to transport products to customers, including truck, ship and train. Outokumpu primarily transports products between its production facilities by ship and train as well as by truck. Within Europe, the Tornio production facility supplies a portion of the black hot band feedstock to its cold rolling facility in Germany. This material is transported from Outokumpu's own harbor at the Tornio site to Outokumpu's finishing facility in Terneuzen, the Netherlands using Outokumpu's fleet of four time-chartered vessels. The material is then transported by train to the production facilities. Train is also the primary means of transporting products between Outokumpu's production facilities in Germany. Outokumpu maximizes the utilization of its vessels by transporting recycled stainless steel, other raw materials and consumables from ports such as Rotterdam on the return trip to Tornio.

In North America, Outokumpu transports products from the Calvert production facility to its cold rolling facility in Mexico primarily by ship. The Calvert production facility is located on a site that includes a barge terminal owned by third parties. Outokumpu expects to increasingly spot charter vessels in the future, primarily to transport ferrochrome and stainless steel from the Tornio production facility to the Calvert production facility.

Customers

Overview

For the year ended December 31, 2013, approximately 55 percent of Outokumpu's sales were directly to end-user customers and the remaining approximately 45 percent were to distributors and processors. For the same period, approximately 25 percent of Outokumpu's sales were to the heavy industries segment, approximately 22 percent were to the metals processing and tubes segment, approximately 21 percent were to the consumer goods and medical segment, approximately 18 percent were to the automotive segment, approximately 5 percent were to the architecture, building and construction segment, approximately 5 percent were to the chemical, petrochemical and energy segment and approximately 5 percent were to the other segment. The main end-use segments for products produced by Coil EMEA are industries such as the automotive, transport, white goods, building and construction, chemical and petrochemical and energy industries as well as other process industries. Coil Americas' customers include the automotive and transport, consumer appliances, oil and gas, chemical and petrochemical, food and beverage processing as well as building and construction industries. APAC mainly sells high quality stainless steel flat products for the consumer and automotive industries in China. Within the Specialty Stainless business area, the Special Coil business line's sales of products in standard stainless steel grades are primarily to distributors and processors and sales of products in special stainless steel grades are primarily to end users and further processors, the Thin Strip business line's sales are primarily to end users, the Special Plate business line's sales are primarily to end users for use in large projects and the Long Products business line's sales are primarily to distributors and processors.

The usual method of distribution for stainless steel products varies by stainless steel type and product. Distributors tend to stock stainless steel products and grades that have many end uses, such as regular austenitic cold rolled products and some austenitic long and tubular products. Factors that lead end users to purchase stainless steel products directly from the producer include purchasing large quantities, purchasing special grades and the need for technical advice. For more information, see “*Industry and Market Overview—Stainless Steel Distribution.*”

Sales Contracts

Outokumpu’s stainless steel sales generally fall within three categories: sales under frame purchase agreements, sales under long-term contracts and spot sales. Sales to stainless steel distributors and processors are generally made under frame purchase agreements that fix the terms of delivery, but not the base price, which is determined based on the market price and alloy surcharge at the time of each order. Direct sales to end users are generally made under long-term contracts of three to 12 months with fixed volume commitments. These long-term contracts generally have either a fixed price or a fixed base price and a floating alloy surcharge. Spot sales at the prevailing market prices are generally made to distributors and processors as well as to some end users attempting to secure the best price and delivery terms available at the time.

Outokumpu sells ferrochrome under two-year contracts and on a spot basis. Long-term contracts typically have agreed volumes, with prices negotiated on a quarterly basis based on reference prices.

Raw Materials, Energy and Supplies

Raw Materials

The most important raw materials used by Outokumpu in producing stainless steel are nickel in various forms, recycled stainless steel, ferrochrome, molybdenum and recycled carbon steel. Outokumpu’s main raw material for ferrochrome production is chromite.

The following table sets forth Outokumpu’s relative raw materials use by volume for the year ended December 31, 2013:

	For the year ended December 31, 2013
	(percent)
Recycled stainless steel.....	34
Iron in scrap.....	18
Chromium primary.....	15
Nickel primary.....	6
Molybdenum primary.....	1
Others.....	<u>26</u>
Total.....	<u>100</u>

Energy and Supplies

Outokumpu’s production facilities use a range of energy sources, including electricity and fossil fuels such as natural gas, propane, heavy and light fuel oil. For the year ended December 31, 2013, Outokumpu’s electricity consumption was 4.7 terawatt hours and fossil fuel use totaled 3.4 terawatt hours. The major fossil fuel used by Outokumpu is natural gas, with propane, heavy and light fuel oil also being used. Outokumpu also uses carbon monoxide gas produced as a byproduct of ferrochrome smelting as an energy source in stainless steel production at the Tornio integrated production facility.

In June 2012, ThyssenKrupp and Inoxum entered into an energy procurement and cooperation agreement by which they agreed to continue the sourcing of electricity for the German subsidiaries of Inoxum through ThyssenKrupp until December 31, 2014. Further, an addendum agreement was concluded between

ThyssenKrupp and Inoxum regarding the cooperation on electrical energy procurement for 2013 and 2014. For more detailed information, see “*Business Overview—Agreements Outside the Ordinary Course of Business—Inoxum Acquisition—Operational Agreements with ThyssenKrupp—Procurement and Cooperation Agreement Regarding Energy*”. On December 9, 2013, Outokumpu entered into a joint venture, Manga LNG Oy, together with Ruukki Metals Oy, EPV Energia Oy and Gasum Oy in order to construct a fully operational Liquid Natural Gas terminal and storage tank investment in Tornio, Finland. The investment of approximately EUR 100 million is conditional upon granting of a state subsidy for the project. Final investment decision can be made after state subsidy decision is in place autumn 2014. Outokumpu has a 40 percent ownership in Manga LNG Oy.

The following table sets forth Outokumpu’s relative energy use by source for the year ended December 31, 2013 (excluding energy consumption of the VDM Business):

	For the year ended December 31, 2013
	(percent)
Electricity.....	57.8
Natural Gas.....	21.0
Propane.....	12.6
Carbon monoxide gas.....	6.7
Heavy and light fuel oil, diesel.....	<u>1.9</u>
Total.....	<u>100.0</u>

Research and Development

The main strategic target of research and development is to ensure Outokumpu’s future competitiveness, profitability and growth. Outokumpu’s research and development operations involve process development, product development and application development at its three Research Centers in Tornio, Avesta and Krefeld/Benrath and at its production sites.

In process development, the aim is to improve energy and cost efficiency in Outokumpu’s production processes while securing high-quality, consistent products and reductions in the environmental impact of Outokumpu’s operations. The process development is also focused on further development of production routes and on process optimization, including process simulation, modeling of melting, rolling and annealing processes as well as information management. The product development is mainly directed at developing new steel grades and surfaces, as well as improving the properties of stainless steel products. In addition, the product development focuses on cost-efficient low-nickel and no-nickel stainless steel grades and on value-added special products such as high-corrosion-resistance, heat-resistant and high-strength stainless steels. Other important areas in research and development include application development and providing customers with comprehensive technical support. Outokumpu’s research and development function operates in close cooperation with Outokumpu’s business areas, business lines and sales organizations and is a source of valuable advice regarding material selection, properties and fabrication techniques for customers.

Outokumpu’s research and development teams are also involved in joint projects with Outokumpu’s customers. Outokumpu also conducts joint development projects with industrial partners, universities and research institutes within national and European research programs.

For the year ended December 31, 2013, Outokumpu spent EUR 26 million on research and development, as compared to EUR 18 million and EUR 12 million for the year ended December 31, 2012 and six months ended June 30, 2014, respectively. As at December 31, 2013, the Research Centers employed a total of approximately 230 people and additional resources are working in research positions at Outokumpu’s production sites globally.

Intellectual Property

Outokumpu seeks to protect its innovations by obtaining appropriate intellectual property protection and maintaining and enforcing its existing key intellectual property rights. Outokumpu relies on patent, trade secret

and trademark laws and on confidentiality agreements to protect its products, proprietary technology and know-how. Outokumpu has a patent portfolio that, as at December 31, 2013, included 90 patent families (each patent family is a single invention that may be filed in separate countries) comprised of 307 granted patents and 260 patent applications. Outokumpu also owns a portfolio of 80 trademark families (each trademark family is a single trademark that may be filed in separate trademark classes and separate countries) comprised of 607 registered trademarks and 62 trademark applications. Outokumpu's patent portfolio covers the countries that are of major economic importance to the business of Outokumpu, in particular the countries in Europe and NAFTA, as well as countries in which important competitors are located, including China, South Korea and Japan. Its most important patented products include LDX 2101®, LDX 2404®, FDX®25 and FDX®27 for duplex grades as well as trademark-protected 254 SMO® and 654 SMO® for superaustenitic grades. Outokumpu has also patented certain proprietary stainless steel and ferrochrome production processes.

Outokumpu's patents are predominantly derived from employee inventions. Some of the patents and patent applications in Outokumpu's patent portfolio are co-owned with third parties. In addition to its patent portfolio, Outokumpu also relies on trade secrets, know-how, development of new products, and technological development in combination with nondisclosure agreements and similar agreements. Outokumpu also licenses a limited number of patents, patent applications and trademarks from third parties and selectively grants licenses to its trademarks and patents. For example, in order to facilitate market penetration of duplex stainless steel, Outokumpu has granted LDX 2101® manufacturing licenses to a number of third-party stainless steel producers in Europe and Asia under which Outokumpu is entitled to minimal royalty payments.

In 2006, the size of Outokumpu's patent portfolio was significantly reduced due to the divestment of Outotec Oyj. See "—History" above. As part of the divestment, Outokumpu retained a perpetual, royalty-free license from Outotec Oyj to use patents and inventions applicable to Outokumpu's ferrochrome production. Outokumpu believes that its intellectual property is of great value to it; however, Outokumpu also believes that its business, financial condition and results of operations are not dependent on any single patent, design patent or utility model.

Employees

As at June 30, 2014, Outokumpu had 12,365 employees (excluding summer trainees). Outokumpu believes that its relationships with its employees and labor unions are good. A significant portion of Outokumpu's employees in Europe are covered by collective bargaining agreements.

Outokumpu is committed to providing a safe working environment for its employees, subcontractors and suppliers at Outokumpu's production sites and other facilities. Outokumpu is also accountable for the safety of subcontractors and suppliers while they are working in Outokumpu's locations. Developments in occupational safety measures are monitored at operating unit level and reported to local and central management through performance management processes. Outokumpu has an Occupational Safety Committee that aims to identify the best corporate and external practices and ensure that related knowledge and experience is distributed within Outokumpu. There were 4.5 injuries per million hours worked (including subcontractors) at Outokumpu in 2013.

Insurance

Outokumpu's management believes that Outokumpu and its subsidiaries maintain insurance coverage that reflects the requirements and the size of the parent company, business areas and subsidiaries concerned. Historically, Outokumpu has maintained insurance on its property in amounts and risk retention levels that Outokumpu's management believes to be consistent with industry practices. Outokumpu's properties and facilities globally are valued at their reinstatement value and these values are based on careful assessments conducted at each location. Outokumpu's insurance policies cover physical loss or damage to its property and equipment on a reinstatement basis arising from a number of specified risks and certain consequential losses, including business interruption arising from the occurrence of an insured event under these policies.

Outokumpu has also maintained various other types of insurance, such as general and products liability insurance, directors and officers liability insurance, credit insurance, transport and marine cargo insurance, as well as other customary policies such as commercial crime insurance, corporate business travel insurance and expatriates' insurance.

In addition, Outokumpu maintains various local insurance policies that are mandatory at the local level, such as employer's liability, workers compensation and motor vehicle liability insurances, as well as specific insurance policies covering compliance with local regulations.

Outokumpu uses insurance broker services to place and maintain the global insurance programs with accesses to insurance markets in the United Kingdom, the Nordic region and Central Europe. Broker services are also used to support Outokumpu's risk management with comprehensive fire safety and loss prevention surveys according to an annual program.

Outokumpu also has a captive insurance company, Visenta, which is domiciled in Sweden and is able to act in more than 20 countries. Visenta underwrites property and environmental insurance policies for Outokumpu Oyj and most of its subsidiaries.

Environmental Matters

Overview

Outokumpu's environmental policy aims at minimizing the environmental impact of Outokumpu's operations. Outokumpu's production facilities employ either environmental management systems or risk-based management systems that are designed to assist in avoiding spills and other incidents. These systems operate in accordance with the ISO 14001 international standard for environmental management systems. The functioning of Outokumpu's environmental management systems is monitored using both internal and external audits at regular intervals.

Outokumpu's costs for environmental activities in 2013 amounted to EUR 106 million, of which costs associated with emissions and treatment and disposal of waste and remediation amounted to EUR 101 million. Additionally, environmental investments by Outokumpu in 2013 amounted to approximately EUR 25 million. As at June 30, 2014, Outokumpu had environmental provisions of EUR 76 million in its consolidated statement of financial position. The majority of the environmental provisions are related to closing costs for landfills and waste management and anticipated site closures.

Emissions (Air and Noise)

Some of Outokumpu's production sites have significant air emissions, which Outokumpu may have to reduce in the future. The majority of Outokumpu's particle emissions originate from the Tornio, Avesta, Sheffield, New Castle, Krefeld and Calvert sites. At the Calvert site in the United States, possible future restrictions on nitrogen oxide, sulfur dioxide and particulate matter emissions may limit the facility's ability to expand operations and maintain compliance with applicable regulations.

Significant noise emissions exist at some of Outokumpu's facilities and may require noise reduction measures in the future. At the Bochum site in Germany, noise emissions exceeded applicable thresholds during nighttime hours. A noise register was set up in response to excessive noise emissions at the site. At the Bochum site, a major source for noise emissions was the slab grinding mill, where noise has been reduced by certain organizational measures. The slab grinding mill is no longer operated at night.

Soil and Groundwater Contamination

Some of Outokumpu's production sites have been used in large-scale metal industry operations for long periods of time, which increases the likelihood that contamination exists at these production sites. Soil contamination has been identified on some of Outokumpu's sites. In 2011, Outokumpu performed soil investigations at the former Avesta production site and the Nyby site in Sweden. These studies indicated that the soil is contaminated. As a result, Outokumpu conducted water quality analyses in 2012 and 2013 in Avesta. In Nyby, the authorities have requested some further investigations to be conducted on the site. In addition, Outokumpu is responsible for conducting remediation at closed landfill sites. Outokumpu has closed a former landfill area in Nyby and has completed the closure of a landfill area in Tornio in 2011. Ten years of remediation work at the old landfill in Tornio has reduced concentrations of metal leakage into groundwater to levels below those required for drinking

water. Remediation activities in connection with contaminated groundwater continue at the Outokumpu site in Wildwood, Florida, United States, and with an old oil leakage at a former warehouse site in Montreal, Canada.

At Outokumpu's sites and adjacent properties in Dillenburg, Krefeld and Benrath, Germany, the soil and groundwater is contaminated either with metals from acids, oil, chlorinated solvents, chlorinated hydrocarbons and petroleum hydrocarbons, and respective investigations and remediation operations are ongoing. In Dahlerbrück, Germany, Outokumpu has completed remediation of groundwater with the oral confirmation of the authorities and no additional remediation is required.

Soil and groundwater contamination has also been identified at other Outokumpu sites and additional contamination of soil or groundwater may be discovered at various sites in the future resulting from, among other things, the handling and storage of hazardous substances and the current, former or future landfills. If further contamination is discovered, Outokumpu may, as the present or former owner or user of the respective property, be held liable for addressing that contamination and natural resource damages, regardless of knowledge or fault, even if Outokumpu did not cause the contamination or if the activity that caused the contamination complied with applicable regulations. Environmental liability can be joint and several, and as a result, Outokumpu may be held responsible for more than its share of contamination or other damages. Outokumpu may also be held liable for costs associated with addressing contamination at third-party sites.

Handling and Storage of Hazardous Substances

Hazardous substances are regularly used at Outokumpu's sites. For example, hydrofluoric acid is used in the pickling process for removing scale from the surface of products. Other hazardous substances are also required for the operation of Outokumpu's sites, including diesel fuel, heating fuel oil, and lubricating and hydraulic oil, which are used and stored in certified equipment that is examined regularly. Some of Outokumpu's sites, for example, the sites in Avesta, Degerfors and Nyby, Sweden, Tornio, Finland, and parts of the sites in Krefeld, Bochum, Benrath and Dillenburg, Germany, are subject to rules for the prevention of major accidents in connection with hazardous substances under the Directive 96/82/EC of December 9, 1996 (as amended, the "**Seveso II Directive**"). Outokumpu has implemented the Seveso II Directive rules at these sites and is currently in compliance with their requirements.

Waste Management

Dust, slag, sludge and scale collected from stainless steel manufacturing operations are the most significant waste categories for Outokumpu. These waste materials are collected and, wherever practical, recycled to recover the alloying elements they contain (such as nickel, chromium and molybdenum). Waste from Outokumpu production units is sent to appropriate treatment facilities or to landfill sites licensed to accept such materials.

A significant amount of the slag generated at Outokumpu's sites is processed and sold for use in construction. Slag from Outokumpu's sites that is not suitable for use in construction is disposed of by Outokumpu. In Germany, the German Federal Ministry for the Environment, Nature Conservation and Nuclear Safety has announced plans to introduce an ordinance that will provide for certain requirements for production residues that are processed and then used as construction products. There can be no assurance that such an ordinance would not contain requirements, such as limit values for certain leachates that slag produced at Outokumpu's production facilities would not meet. If that were the case, the slag could no longer be marketed but would have to be disposed of which could result in significant additional disposal costs for Outokumpu.

For waste materials that must be disposed of, Outokumpu uses its own landfills as well as third-party landfills. Outokumpu Nirosta GmbH used the Marbach landfill in Bochum-Hamme, Germany, until 1987 and the Blücherstrasse landfill in Bochum-Wattenscheid, Germany, until 2009. Outokumpu has taken steps towards resuming operations at and extending the Marbach landfill. See "*Administrative Proceedings and Permit Applications—Resumption of Operations at the Marbach Landfill in Bochum-Hamme, Germany*" below. In addition, Outokumpu has filed an application for the formal closure of the Blücherstrasse landfill together with a proposal for post-closure measure plan. Outokumpu also owns and manages landfill sites at its production sites in Finland, Sweden and the United Kingdom.

As an operator of landfills, Outokumpu is subject to various obligations and requirements during and after the use of a landfill, including closure, securing, monitoring and recultivation requirements. At the closed Dillenburg landfill in Hirzenhain (Eschenburg), Germany, which was operated by Outokumpu Nirosta GmbH, Outokumpu was requested to conduct investigations regarding the stability of the landfill to determine the necessary future measures. The investigations showed that there is structural stability, but monitoring should make sure that the constructional stability is still given.

Water and Waste Water

Stainless steel production involves high-temperature processes with extensive cooling requirements. To protect personnel and manufacturing equipment, Outokumpu's primary production operations employ water for cooling. Water is used to cool steel surfaces through direct contact and indirectly through heat exchangers and cooling systems.

The consumption of fresh water is reduced at Outokumpu's sites through the use of storm water, recycling, cascade use of water and other measures. To reduce concentrations of pollutants in the water to permitted levels, waste water undergoes pre-treatment at Outokumpu's sites and is then usually discharged into the public sewage system or into surface water bodies. On-site sewer systems exist at several of Outokumpu's sites and are continuously monitored and repaired or replaced as necessary.

From an environmental perspective, the most significant components in water discharged from Outokumpu's manufacturing processes are metal compounds and nitrates that result from neutralizing acidic waste generated in cold rolling units. Work on the three-year project launched in 2009 to install a new acid regeneration plant at Avesta, an investment totaling EUR 28 million, was completed in 2011 and the plant is operational.

At the Dillenburg site in Germany, Outokumpu is currently upgrading procedures that treat certain liquids prior to their discharge as wastewater in order to comply with the requirements of its wastewater permit that was issued on November 21, 2013 and will be valid until June 30, 2016. In parallel, discussions regarding upgrading facilities at the municipal wastewater treatment plant are ongoing to improve nitrate treatment of acid wastewater. Further treatment measures must be taken before the end of 2015 to comply with the requirements of the wastewater permit. The costs are not expected to be material.

Administrative Proceedings and Permit Applications

Environmental Permit Application for Outokumpu Stainless Oy and Outokumpu Chrome Oy (Tornio, Finland)

Outokumpu Stainless Oy and Outokumpu Chrome Oy were granted a new environmental permit in August 2012. The permit, even though it has been appealed, enables the companies, including the ferrochrome facility, to continue their operations.

Nyby Soil Survey

Outokumpu Stainless AB's and Outokumpu Stainless Tubular Products AB's Nyby sites in Sweden, together with a third company in the area, submitted a soil survey to the environmental authorities in January 2012, which indicated that there is contamination at the sites. The environmental authorities have requested further investigations.

Relocation of Benrath Cold Rolling Facility

Outokumpu has an ongoing investment plan to relocate its cold rolling facility in Benrath, Germany, to its Krefeld production facility. The relocation of the facility and its operations to Krefeld requires a permit under the German Federal Emission Control Act for which Outokumpu Nirosta GmbH applied in January 2012 at the District Authority of Düsseldorf. As part of the application procedure for the required emission control permit, participation of the public and consultation of certain authorities took place in September 2012. Two objections from the public were received. Outokumpu intensively discussed the application with the District Authority of Düsseldorf before its filing. The competent authority granted the permit in September 2013. The emission control permit was, however, challenged by a third party in October 2013. The third party presented the reasons

for the appeal and the competent authority again gave its response. The issue is still pending. Meanwhile Outokumpu decided to realize a different project and filed an application for another permit in mid-July 2014.

Resumption of Operations at the Marbach Landfill in Bochum-Hamme, Germany

The Environmental Authority of Hagen (Umweltamt Hagen) has granted Outokumpu Nirosta GmbH a planning approval decision (Planfeststellungsbeschluss) under the German Closed Substance Cycle and Waste Management Act (Kreislaufwirtschafts- und Abfallgesetz) for the resumption of operations and the extension of its Marbach landfill in Bochum-Hamme, Germany, which is not currently in use. The planning approval decision is not yet final and binding (bestandskräftig). In June 2012, two neighboring companies challenged the planning approval decision at the administrative court of Gelsenkirchen and Outokumpu Nirosta GmbH was summoned to these proceedings (beigeladen). The Environmental Authority of Hagen has dissented to the challenge of the planning approval decision by the two neighboring companies. The proceedings are still pending. On October 16, 2013, the court suspended the court proceedings due to ongoing discussions on the melt shop closure. However, Outokumpu Nirosta GmbH has requested the immediate execution of the planning decision during the proceedings which was ordered by the authority. Outokumpu Nirosta GmbH started preparing the remediation and extension. Outokumpu is currently building an access road to the Marbach landfill. There can be no assurance that the planning approval decision will not be successfully challenged and that the competent authority will therefore not withdraw the decision. Further, the resumption of operations and the extension of the landfill could be delayed, either of which would require Outokumpu to continue to use third-party waste operators or other landfills for the disposal of the slag instead of using the Marbach landfill, which could result in additional operational costs for Outokumpu that have the potential to exceed EUR 2 million per year over time. For the construction, closure and post closure of the Marbach landfill, Outokumpu had recorded provisions of EUR 14 million as at June 30, 2014.

Environmental Matters Relating to the Divestment of the Terni Remedy Assets and the VDM Business

The Terni site and the VDM operations have been part of Outokumpu since the Inoxum Acquisition Completion Date. Based on the due diligence Outokumpu has conducted on the divested sites, the Terni site in Italy has been listed on the Italian list of Contaminated Sites of National Interest and significant environmental issues have been identified in Terni. Soil and groundwater contamination and other environmental issues have also been identified at several VDM sites. Pursuant to the terms of the Framework Agreement, Outokumpu will be responsible for any damage or liability that may arise in relation to the Terni and VDM sites, including environmental liabilities, during five years after the completion of the divestment of the Terni Remedy Assets and the VDM Business. However, ThyssenKrupp is not entitled to recover any loss, damage or liability to the extent attributable to any event or circumstance occurred or deemed to have occurred before the Inoxum Acquisition Completion Date. Outokumpu has no reason to believe that Outokumpu's actions during its ownership would lead to any material damage or liability of which it would be liable to ThyssenKrupp.

Legal Proceedings

Except as set forth below, neither the Issuer nor the Guarantors have pending governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which Outokumpu is aware) which may have, or have had in the past 12 months, a significant effect on the financial position or profitability of Outokumpu or its subsidiaries, as a whole.

European Commission Cartel Investigation in the Sanitary Copper Tube Sector

In September 2004, the European Commission imposed a fine of EUR 36 million on Outokumpu in relation to cartel investigations in the sanitary copper tube sector. The European Commission concluded that a number of companies, including Boliden AB ("**Boliden**"), IMI Plc, IMI Kynoch Ltd (together with IMI Plc, "**IMI**"), KME Group, Wieland Werke, Outokumpu Oyj and Outokumpu Copper Products (now Luvata Fabrication Ltd), were involved in price fixing and market sharing in the sanitary copper tube sector in Europe between June 1988 and March 2001. Outokumpu paid the fine in August 2009 and its appeal to the Court of First Instance for Europe regarding the amount of the fine, which began in 2004 and concluded with a decision issued in May 2010, resulted in no change to the fine.

In October 2012, a damages contribution claim was brought in the courts of England and Wales against Outokumpu by Boliden and IMI after Boliden and IMI were served with claims on financial loss related to the European Commission's 2004 conclusion regarding price fixing and market sharing in the sanitary copper tube sector in Europe by the members of Travis Perkins PLC.

On July 14, 2014 Outokumpu together with number of companies – including Outokumpu Copper Products – have reached full and final settlement agreement on sanitary copper tube cartel claims. Outokumpu considered the claim for damages in the English court proceedings to lack merit, but decided to contribute to the settlement with a non-significant amount, in order to bring this matter to an end.

European Commission Cartel Investigation in the Industrial Copper Tube Sector

Since 2004, Outokumpu Oyj has been in the process of addressing several civil complaints, including class actions, related to the cartel investigations raised in the United States against Outokumpu and its former fabricated copper products business in the United States. The last remaining class action was brought in the United States District Court for the Western District of Tennessee on behalf of certain indirect purchasers of industrial copper tubing. Outokumpu believed that the claims were without merit; however, it settled with the claimants in August 2010 by paying a nominal sum. Pursuant to the settlement, the action was subsequently dismissed.

A civil complaint in the United States, which was filed by Carrier in 2006 against Outokumpu and Outokumpu Copper Franklin, Inc. in the United States District Court for the Western District of Tennessee, alleged that Outokumpu and Outokumpu Copper Franklin, Inc. participated in a global price fixing and market allocation cartel with respect to copper tubing for air conditioning and heat exchangers and related applications (ACR Tube) between at least 1989 and 2001. The complaint sought an undisclosed amount of damages. In July 2007, Carrier's complaint was dismissed. Carrier subsequently filed an appeal and, in March 2012, the United States Court of Appeals for the Sixth Circuit reversed the decision dismissing the complaint and remanded the case to the United States District Court for the Western District of Tennessee for further proceedings. In 2010, a civil action was brought in the courts of England and Wales against Outokumpu (and two other defendant groups) by the same claimant group as that brought the actions in the United States. The claimants alleged that they suffered losses across Europe because of the cartel and are seeking damages from the three main defendant groups, either jointly or jointly and severally. In April 2013, Outokumpu and Carrier signed a settlement agreement that covers all damage suits against Outokumpu by Carrier in the United States and the United Kingdom. The total settlement amount, including cost reimbursement, was EUR 11 million. The settlement also covers all former Outokumpu subsidiaries included in the claims. According to the settlement agreement, all damage suits by Carrier against Outokumpu are now released. The settlement amount was booked as a non-recurring item in the consolidated financial statements as at and for the year ended December 31, 2013.

Customs Investigation of Exports to Russia by Tornio Works (Outokumpu Stainless Oy)

In March 2007, Finnish Customs authorities initiated a criminal investigation into Outokumpu's Tornio Works' export practices to Russia. It was suspected that a forwarding agency based in Southeastern Finland had prepared defective and/or forged invoices regarding the export of stainless steel to Russia. The preliminary investigation focused on possible complicity by Outokumpu's Tornio Works in the preparation of defective and/or forged invoices by the forwarding agent. In June 2009, the Finnish Customs completed its preliminary investigation and forwarded the matter to the prosecution authorities for consideration of possible charges. In November 2010, the public prosecutor concluded that the Finnish Customs authorities' suspicions regarding possible accounting offences and forgery were groundless.

Despite the public prosecutor's conclusion, in March 2011, charges were filed against Outokumpu and five of its employees for alleged money laundering in connection with the Russian export practices by Tornio Works between 2004 and 2006. On behalf of the Finnish State, the prosecutor also presented a claim for forfeiture of the funds subject to money laundering. In June 2011, all claims were dismissed and the Finnish State was ordered to pay Outokumpu EUR 1.2 million in compensation for legal costs. In August 2011, the Finnish State prosecutor appealed the District Court judgment with respect to Outokumpu and three of the charged employees and the order to compensate Outokumpu for its legal costs. The appeal proceedings commenced in the Kouvola Court of Appeal in February 2012, and in April 2012, the Court issued a verdict dismissing all charges brought by the

prosecutor. In June 2012, Finland's state prosecutor filed a petition for leave to appeal to the Finnish Supreme Court.

The state prosecutor's petition was rejected by the Finnish Supreme Court on March 28, 2014. Accordingly, the judgment by the Kouvola Court of Appeal is final and Outokumpu and its employees have been cleared of all charges.

Legal Dispute over Invention Rights

In January 2013, Outokumpu Oyj and Outotec Oyj entered into a legal dispute over invention rights related to a ferrochrome production method. Outokumpu believes that it has invented the method and has filed the related patent applications. Outotec Oyj claims that it has rights to the inventions. In August 2013, Outotec Oyj submitted another application for summons at the District Court of Helsinki regarding another patent relating to the invention. Outokumpu believes that these allegations are without merit. In February 2014, Outotec Oyj submitted a request for arbitration to the Arbitration Institute of the Finland Chamber of Commerce in the dispute relating to invention rights on a ferrochrome production method. In addition, Outotec Oyj applied for an interim order at the District Court to suspend the ongoing proceedings regarding the same subject matter in the District Court pending the outcome of the arbitration proceedings.

Cartel Fine Imposed by the European Commission

In March 2011, the European Court of Justice upheld a EUR 3.2 million cartel fine imposed on ThyssenKrupp Stainless AG, a legal predecessor of Outokumpu Nirosta GmbH, in a decision of the European Commission from December 2006 (the "**2006 Decision**"). The 2006 Decision is based on a 1998 European Commission finding (the "**1998 Finding**") that between 1993 and 1998, certain stainless steel producers, including Inoxum and certain of its legal predecessors, had violated Article 65(1) of the European Coal and Steel Community Treaty by participating in a price-fixing arrangement with other stainless steel producers. The alleged price-fixing arrangement consisted of modifying and applying in a concerted fashion the reference values used to calculate the alloy surcharge to the base price of stainless steel. The 1998 Finding was appealed and subsequently annulled on procedural grounds with respect to Inoxum's liability for one of its legal predecessors. Subsequent to this annulment, the European Commission opened new proceedings, which resulted in the 2006 Decision. Innoxum's appeals of the 2006 Decision were unsuccessful. In April 2011, Innoxum filed a complaint (Verfassungsbeschwerde) with the German Constitutional Court (*Bundesverfassungsgericht*) requesting that the Court declare the 2006 Decision incompatible with certain fundamental rights under the German Constitution (Grundgesetz). As at the date of this Prospectus, the German Constitutional Court has not decided whether it will accept the constitutional complaint. The European Commission has enforced payment of EUR 4.3 million. In case the complaint will be successful, Outokumpu will be able to reclaim this amount.

Rejection of Exemption from Renewable Energy Charges for German Outokumpu Plants

On July 8, 2013, Outokumpu Nirosta GmbH and VDM (Outokumpu VDM GmbH) received rejections from BAFA with respect to their applications for an exemption from the German Renewable Energy Charge. Under German law, there is a surcharge which is added to the general electricity price for every consumer of electric energy and which is used to subsidize renewable energy producers. That surcharge has been increasing in the last years and has reached an all-time high of EUR 0.05277 per kilowatt-hour in 2013. However, the German Renewable Energy Act foresees that certain energy-intensive companies may apply for a reduction of that surcharge to EUR 0.0005 per kilowatt-hour. Outokumpu Nirosta GmbH as well as VDM have benefited from that exemption in the last years.

In 2013, the competent authority challenged the applications of Outokumpu Nirosta GmbH and VDM for legal reasons. In past years, Outokumpu Nirosta GmbH and VDM have both applied for an exemption for certain aggregates in order to meet the requirements set forth by the Renewable Energy Act. This act stipulates that electricity intensive companies in the producing sector can benefit from the exemption if their electricity consumption is higher than at least one gigawatt and the ratio of electricity costs to gross value added exceeds at least 14 percent. The act also foresees that this application can also be undertaken by so-called independent economic units (selbstständiger Unternehmensteil) if the whole legal entity does not fulfil the requirements mentioned above. Therefore, Outokumpu Nirosta GmbH applied for exemptions for its melt shops in Krefeld and Bochum and VDM applied for exemptions for its units in Werdohl and Unna. As mentioned above, in past

years, the competent authority recognized the melt shops in Krefeld and Bochum, and VDM's operations in Werdohl and Unna as independent economic units. In 2013, the competent authority denied to acknowledge these to be independent economic units, *inter alia*, based on the argument that these units do not have external turnovers and/or all relevant functions (e.g., sales, purchasing) that are needed to be fully independent and, therefore, cannot be treated as independent economic units.

The economic risks for Outokumpu Nirosta GmbH for 2013 were approximately EUR 20 million and for VDM approximately from EUR 5 to 6 million. Outokumpu Nirosta GmbH and VDM both filed complaints against the decision of BAFA. Outokumpu Nirosta GmbH and VDM subsequently reached an agreement with BAFA pursuant to which the exemption was granted for 2013; therefore, the complaint has become redundant.

On December 18, 2013, the EU Commission initiated a state-aid procedure against Germany in connection with the Renewable Energy Charge system and the exemptions for energy intensive industries. On August 1, 2014 a new German Renewable Energy Act came into force which has been aligned with the European Commission and is in line with European state aid law. Based on this new act, Outokumpu Nirosta GmbH will be entitled to receive exemptions from the renewable energy charges in the same scope as in the past also in the coming years. Further, it is currently not foreseeable that Outokumpu Nirosta GmbH would have to repay any of the benefits received in the years 2012 and 2013 as the German government and the European Commission have settled the state aid case without any major repayment obligations for the affected companies. While Outokumpu Nirosta GmbH will still receive such benefits in the coming years, there can be no assurance that such benefits will continue to be available in the future. Further, should the exemptions for energy intensive industries be found to constitute state-aid, Outokumpu may be required to repay the exempted amounts retroactively.

Claim in Spain related to the divested copper companies

Outokumpu Oyj divested all of its copper business in 2003–2008. One of the divested companies domiciled in Spain faced a bankruptcy. The administrator in bankruptcy filed a claim against Outokumpu Oyj and two other non-Outokumpu companies, for recovery of payments made by the bankrupt Spanish company in connection with the divestment. The Bilbao court of first instance has accepted the claim of EUR 20 million brought against Outokumpu and two other companies in September 2014. Outokumpu intends to appeal the court's decision.

Outokumpu finds there are strong arguments for rejecting the claim of EUR 20 million in higher court instances, given that there are two legal opinions stating that the recovery claim is statute-barred. Furthermore, creditors of the bankrupt company at the time of divestment have been paid.

Agreements Outside the Ordinary Course of Business

Framework Agreement

On November 29, 2013, Outokumpu entered into Framework Agreement with ThyssenKrupp whereby Outokumpu Oyj agreed to sell to ThyssenKrupp the Terni Remedy Assets and the VDM Business in return for the full transferal and consequently cancellation of the Loan Note. The divestment of the Terni Remedy Assets and the VDM Business was completed on February 28, 2014. Such divestment was subject to the completion of certain refinancing measures (see "*Information about the Issuer—Investments, Divestments and Other Recent Events—Refinancing Measures*") and it constituted final settlement of all remedy related obligations between Outokumpu and ThyssenKrupp.

In the Framework Agreement, Outokumpu and ThyssenKrupp provided certain warranties and undertakings to each other. In addition to certain customary warranties, the warranties provided by Outokumpu include a warranty covering damages or liabilities resulting from environmental matters or breach of any applicable laws in relation to antibribery, corruption or competition during Outokumpu's time of ownership of the divested businesses. The maximum aggregate liability of Outokumpu for breach of warranty is EUR 100 million and any loss, damage or liability may not be recovered to the extent attributable to any event or circumstance occurred or deemed to have occurred before December 28, 2012. The claim notice period for breach of warranty is either five years or 18 months from the completion date of the divestment of Terni Remedy Assets and the VDM Business depending on the claim.

The Framework Agreement also includes terms and conditions regarding the level of working capital and net debt of the divested entities. Pursuant to the Framework Agreement, if the divested entities' level of working capital as at the completion date of the divestment of Terni Remedy Assets and the VDM Business was lower than or the level of net debt was higher than the agreed reference level, Outokumpu is required to compensate for the difference. The final levels of working capital and net debt have been determined by audited Closing Accounts audited by PwC and which have been accepted by ThyssenKrupp. In total, an adjustment payment pursuant to the mechanism described above of EUR 40.8 million was made to ThyssenKrupp.

Inoxum Acquisition

Overview

On January 31, 2012, Outokumpu Oyj entered into a business combination agreement (the "**Business Combination Agreement**") with ThyssenKrupp, pursuant to which Outokumpu acquired from ThyssenKrupp all shares in both Inoxum GmbH and ThyssenKrupp Nirosta GmbH, the parent companies of the group comprising the stainless steel business of ThyssenKrupp. The Inoxum Acquisition was completed on December 28, 2012. Outokumpu entered into several agreements in relation to this transaction, some of which are still effective.

Business Combination Agreement

In the Business Combination Agreement, Outokumpu Oyj and ThyssenKrupp provided certain warranties and undertakings to each other. The warranties provided by ThyssenKrupp included that all agreements entered into between Inoxum and ThyssenKrupp regarding shared services and continued operations after the completion of the Inoxum Acquisition that are material to Inoxum's business were disclosed to Outokumpu and that they were all arm's length agreements. For a period of two years from the Inoxum Acquisition Completion Date and subject to certain limitations, ThyssenKrupp agreed not to solicit certain Inoxum employees. In addition, ThyssenKrupp agreed to offer employment to up to 600 employees of the Bochum or Krefeld melt shops within 30 days of the implementation of measures directed to the closures of those melt shops. In accordance with the Framework Agreement, the Business Combination Agreement was terminated as of the closing of the divestment of the Terni Remedy Assets and the VDM Business, except for some sections regarding, for example, tax covenant, guarantees and employees of the Bochum and Krefeld melt shops.

German Labor Agreements

Prior to the execution of the Business Combination Agreement, on January 31, 2012, Outokumpu Oyj, ThyssenKrupp and the German employee representatives reached an agreement regarding the production facilities and employment protection in Germany. In accordance with the agreement, the Krefeld melt shop was closed in the end of 2013 and it was envisaged that the Bochum melt shop will be closed by the end of 2016. The economic viability of the Bochum melt shop will be reviewed prior to the final decisions on its closure. All other Outokumpu production sites in Germany must be retained until the end of 2015. The parties also agreed that there will be no compulsory redundancies at any Outokumpu production sites in Germany until the end of 2015. In the Business Combination Agreement, ThyssenKrupp has agreed to offer alternative jobs at ThyssenKrupp to up to 600 employees currently employed by Outokumpu.

On October 1, 2013, Outokumpu began discussions with German employee representatives to change a collective (tariff) agreement that was signed in connection with the Inoxum Acquisition. The principal requested changes are:

- accelerating the closure of the melt shop in Bochum to the beginning of 2015 instead of the end of 2016, depending on the negotiations;
- additional headcount reductions up to 1,000 employees; and
- a reduction of the investment in the Krefeld production facility as a precondition to close the Benrath production facility from EUR 244 million to EUR 100 million.

On March 30, 2014 Outokumpu entered into an Amendment to the existing Tariff Agreement in which the terms and conditions for the above-mentioned principals have been agreed upon with the German union IG Metall. The main principles of this amendment are:

- A. Bochum melt shop will be closed in the course of 2015, following a production transfer process that ensures continuation of high quality deliveries to customers after the Bochum closure;
- B. Outokumpu invests EUR 108 million to the Krefeld cold rolling center in Germany between 2014 and 2016 through the ferritic production optimization (NIFO-project);
- C. Benrath cold rolling mill is expected to be closed in 2016 after the production transfer to Krefeld has been completed; and

New industrial concept will result in an additional headcount reduction of up to 1,000 employees.

Operational Agreements with ThyssenKrupp

Overview

In relation to the Inoxum Acquisition, Inoxum (now, Outokumpu) and ThyssenKrupp entered into to a number of service and other agreements and other business relationships related to certain shared functions and sites, some of which continue as at the date of this Prospectus.

Inoxum (now, Outokumpu) and ThyssenKrupp established general principles for continuing such relationships in an interface framework agreement (the “**Interface Framework Agreement**”). In the Business Combination Agreement, ThyssenKrupp provided a warranty that all of the material agreements governing relationships between Inoxum and ThyssenKrupp that have been entered into, varied or amended as a result of, and in connection with, ThyssenKrupp’s separation of its stainless steel and HPA businesses from its other operations (the “**Inoxum Separation**”) are arm’s length arrangements.

The majority of the agreements relating to such relationships concern matters in the ordinary course of business, such as IT systems and electronic data and firefighting services. A smaller number concern more significant matters, such as cash pooling, hedging contracts, sharing of sites, raw material supply and mill services.

The following summaries relate to the material arrangements between Inoxum and ThyssenKrupp that has continued after the completion of the Inoxum Acquisition.

Interface Framework Agreement

In connection with the execution of the Business Combination Agreement (see “—Business Combination Agreement” above), on January 31, 2012, ThyssenKrupp, Inoxum GmbH and Outokumpu Nirosta GmbH entered into the Interface Framework Agreement, which provides a framework for the Inoxum Separation by defining the allocation of liabilities between Inoxum and ThyssenKrupp (and their respective subsidiary companies), providing general principles for agreements regarding shared functions and facilities that will continue after the completion of the Inoxum Separation and setting forth the terms for the transition of certain other functions, such as insurance, intellectual property, IT, cash pooling and hedging.

With respect to the allocation of liabilities, Inoxum and ThyssenKrupp agreed on a reciprocal indemnification in the event that one party is held responsible for any liabilities that are related to the activities of the other party and exist at the completion of the Inoxum Acquisition. In addition, Inoxum and ThyssenKrupp also agreed on reciprocal indemnification in the event subsidies and comparable benefits that were originally attributed to one party are reclaimed from the other party.

With respect to general principles governing business arrangements that will remain in place following the Inoxum Separation, Inoxum and ThyssenKrupp agreed that such existing relationships that are governed by written agreements will, subject to exceptions, continue according to their terms. Existing relationships that are not governed by written agreements will continue on arm’s length terms. For example, SKS will continue to be

able to use “Krupp” in its corporate name as it holds the business license. In addition, existing IT systems were separated as of the completion of the Inoxum Acquisition, except for IT systems that are subject to an agreed transition period. As of the completion of the Inoxum Acquisition, any electronic data stored on the IT systems of Inoxum and ThyssenKrupp was migrated unless such migration would have caused an unreasonable amount of work or costs. In the case of data that the parties agree was not migrated, the parties ensured that an accession right to such electronic data was granted for a transition period of at most two years from the completion of the Inoxum Acquisition.

The Interface Framework Agreement will remain in force despite the overall termination of the Business Combination Agreement and will expire five years after the Inoxum Acquisition Completion Date.

Procurement and Cooperation Agreement Regarding Energy

In June 2012, ThyssenKrupp and Inoxum entered into an energy procurement and cooperation agreement by which they agreed to continue the sourcing of electricity for the German subsidiaries of Inoxum through ThyssenKrupp until December 31, 2014. According to the energy procurement and cooperation agreement, ThyssenKrupp will procure for the German subsidiaries of Inoxum (currently Outokumpu Holding Germany GmbH, Outokumpu Nirosta GmbH, Outokumpu Nirosta Precision GmbH) defined quantities of electricity at defined prices for each of the calendar years 2012, 2013 and 2014. For 2013 and 2014, ThyssenKrupp and Inoxum entered into an addendum agreement to the energy procurement and cooperation agreement in which ThyssenKrupp undertook to provide services on energy procurement and in which Inoxum undertook to purchase additional electric energy volumes from ThyssenKrupp. The agreement on the supply of natural gas will terminate on September 30, 2014 and the agreement on the supply of electric energy will terminate on December 31, 2014. After termination Outokumpu will procure electricity and natural gas from the open market.

The main subsidiaries of Inoxum in the United States, Italy, Mexico and China procure their energy needs directly from the market or local suppliers with the assistance of Group’s Energy function.

Bochum

Framework Agreement on the Interfaces at the Shared Site Bochum

In November 2012, Outokumpu Nirosta GmbH and ThyssenKrupp Steel entered into a framework agreement on the interfaces at the shared site in Bochum. Both Outokumpu Nirosta GmbH and ThyssenKrupp Steel operate on the shared site in Bochum, which requires coordination and cooperation with regard to shared services. The main services are being performed by ThyssenKrupp Steel (e.g., for site security, canteen services and similar services). Further, the framework agreement on the interfaces at the shared site in Bochum regulates the supply of media such as water, oxygen and steam, through the grid at the shared site.

Hot Rolling Agreement

In June 2008, Outokumpu Nirosta GmbH and ThyssenKrupp Steel entered into an agreement regarding hot rolling services at the Bochum production facility (the “**Bochum HRA**”). Under the terms of the Bochum HRA, ThyssenKrupp Steel will hot roll slabs provided by Outokumpu Nirosta GmbH to certain specifications set out in the Bochum HRA. ThyssenKrupp Steel agrees to process a principal maximum of 1.32 million tonnes of slabs per year, with additional quantities to be processed on a case-by-case basis according to a separate written agreement. Every month, Outokumpu Nirosta GmbH must submit a binding order for the next calendar month. The consideration for the hot rolling services is based on the amount of slabs processed and ThyssenKrupp Steel’s costs for the hot rolling mill in Bochum. Outokumpu Nirosta GmbH is required to make monthly payments that are advances for the annual invoice for hot rolling services performed by ThyssenKrupp Steel pursuant to the Bochum HRA.

The Bochum HRA is valid until further notice and can be terminated without cause with a notice period of 24 months to the end of a fiscal year (year ended September 30). Outokumpu Nirosta GmbH may terminate the Bochum HRA with a notice period of 12 months to the end of a fiscal year if it introduces or employs alternative measures for producing black hot band. In December 2011, ThyssenKrupp and Outokumpu Nirosta GmbH entered into a side letter whereby ThyssenKrupp agreed to use its influence over ThyssenKrupp Steel in order to

prevent ThyssenKrupp Steel from terminating the Bochum HRA prior to September 30, 2026. In addition, ThyssenKrupp Steel agreed to observe a notice period of 36 months to the end of a fiscal year. Pursuant to the side letter, Outokumpu Nirosta GmbH can terminate the Bochum HRA with a notice period of 12 months to the end of a fiscal year if structural measures result in a sustainable change in the production capacity of Outokumpu Nirosta GmbH. In addition, ThyssenKrupp Steel can terminate the Bochum HRA prior to September 30, 2026 with a notice period of three years to the end of a fiscal year in the case of structural changes at ThyssenKrupp Steel. In addition, Outokumpu Nirosta GmbH and ThyssenKrupp Steel concluded an addendum agreement to the Bochum HRA in December 2011 that sets the base amount of slabs to be provided by Outokumpu Nirosta GmbH at 1.3 million tonnes per year, clarifies the planning cycle and the consequences of deviation from such planning, adjusts the calculation of prices for hot rolling services and assigns the responsibility of disposing of mill slab to Outokumpu Nirosta GmbH.

Outokumpu expects that in connection with the planned closure of the Bochum melt shop in 2015, it would also terminate the Bochum HRA pursuant to the provision allowing Outokumpu Nirosta GmbH to terminate the agreement in the case of structural measures resulting in a sustainable change in Outokumpu Nirosta GmbH's production capacities. Outokumpu, ThyssenKrupp and the German employee representatives have reached an agreement regarding the production facilities and employment protection in Germany in connection with the Innoxum Acquisition, as discussed under "—German Labor Agreements" above.

Calvert

Memorandum of Understanding and Service Agreements

In December 2011, ThyssenKrupp Steel USA, LLC ("Steel USA" Outokumpu Stainless USA, LLC) and Stainless USA (Outokumpu Americas, Inc.) entered into a memorandum of understanding regarding interfaces at the Calvert integrated production facility in the United States (the "**Calvert MoU**"). Stainless USA and Steel USA are reliant upon the joint use of the facilities and infrastructure. The parties agree to conclude contracts based in the principles in the Calvert MoU regarding the following interfaces: real estate and easements, river terminal, roads, rail and site access, utilities power, utilities natural gas, utilities potable water, underground piping systems, storm water, drainage system and structures, industrial gases, emergency services, site security, IT services and infrastructure, waste water treatment plant, and hot rolling (see "*—Hot Rolling Agreement*" below). The parties also agree to establish a training center memorandum of understanding with the Alabama Industrial Development Training for continuance of the incentive package as provided by the State of Alabama.

As at the Completion Date, all agreements envisaged by the Calvert MoU had been entered into by the relevant parties, including a river terminal services agreement, a use of rail services agreement, an industrial gas supply agreement, a site security services agreement, a fire and rescue emergency services agreement, a front gate logistics services agreement, a waste water treatment services agreement, an agreement to convey property, a land lease agreement regarding the waste water treatment facility, a natural gas hedging agreement and a potable water agreement. These agreements continue to be effective as at the date of this Prospectus.

Hot Rolling Agreement

In October 2011, Steel USA (Outokumpu Stainless USA, LLC) and Stainless USA (Outokumpu Americas, Inc.) entered into an agreement regarding hot rolling services at the Calvert integrated production facility (the "**Calvert HRA**"). In February 2014, ThyssenKrupp sold its carbon steel operations at the Calvert site to ArcelorMittal and Nippon Steel & Sumitomo Metal Corporation. Steel USA agreed to hot roll slabs provided by Stainless USA to produce stainless steel coils. The Calvert HRA sets forth reserved capacities, for which Stainless USA must pay, subject to certain exceptions, even if it is not used, and maximum capacities, which represent the maximum volume of slabs that Steel USA agreed to process. Steel USA agreed to reserve the necessary processing capacity to produce the reserved capacity and to make available capacity up to the maximum capacity in accordance with the needs of Stainless USA. Upon the request of Stainless USA, Steel USA has the option to agree to process slabs in excess of the maximum capacity.

The following table sets forth the reserved capacity and the maximum capacity for the periods indicated:

	Reserved Capacity	Maximum Capacity
	(tonnes per year in thousands)	
October 1, 2013 – September 30, 2014.....	600	900
October 1, 2014 – termination.....	712.5 ⁽¹⁾	900 ⁽²⁾

- (1) Divided into two six-month periods with a reserved capacity of 356,250 tonnes each.
(2) Divided into two six-month periods with a maximum capacity of 450,000 tonnes each.

Subject to limited exceptions, Stainless USA's minimum payment (fixed fee) for any period is based on the reserved capacity, even if Steel USA processed less than the reserved capacity. In addition to the fixed fee that is calculated on the basis of the reserved capacity, Stainless USA must pay a variable fee based on the amount of material processed. Beginning in October 2014, the price of hot rolling services under the Calvert HRA is subject to annual adjustment based on the proportion of Stainless USA's use of the Calvert hot rolling mill's capacity to Steel USA's use of such capacity. In addition, the price is subject to monthly adjustment for the cost of labor, materials and utilities as well as for certain other items.

The Calvert HRA will remain in force for 25 years from October 1, 2011 and contains certain customary provisions for termination for cause. For example, the parties may terminate if the other party commits a material breach of any of its obligations, makes any voluntary arrangement with its creditors or appoints an administrator for purposes of placing itself into insolvency, goes into liquidation, or threatens to cease carrying on its business. If the Calvert HRA is terminated for cause, the terminating party may be entitled to liquidated damages of at least USD 100 million. Termination without cause is not permitted during the first 15 years of the Calvert HRA, after which termination without cause is permitted with a notice period of 36 months.

Krefeld

Real Estate Framework Agreement

In December 2011, Outokumpu Nirosta GmbH, ThyssenKrupp Immobilien Verwaltungs GmbH & Co. KG Stahl ("IV") and Thyssen Liegenschaften Verwaltungs- und Verwertungs GmbH & Co. KG Stahl (together with IV, the "**Landowners**") entered into a framework agreement regarding the reorganization of real estate at the shared Krefeld industrial site as part of the Innoxum Separation (the "**Krefeld Real Estate Framework Agreement**"). In the Krefeld Real Estate Framework Agreement, Outokumpu Nirosta GmbH and the Landowners irrevocably and mutually offer to conclude the following agreements with each other (the "**Krefeld Offer**"):

- a HBR regarding certain land at the Krefeld industrial site not owned by Outokumpu Nirosta GmbH (see "—Hereditary Building Right" below);
- a lease agreement regarding an office park at the Krefeld industrial site (see "—Office Lease" below); and
- a lease agreement regarding certain equipment, including rolling gates, a crane, an elevator, a heating system and fire protection equipment of the office park at the Krefeld industrial site.

Hereditary Building Right

Pursuant to the Krefeld Real Estate Framework Agreement, the Landowners made an irrevocable offer to enter into a hereditary building right agreement (the "**HBR Agreement**") with Outokumpu Nirosta GmbH as freeholder regarding a HBR to certain properties at the Krefeld industrial site in Germany (the "**Krefeld HBR**"). A HBR is a form of legal estate in land under German law that gives the beneficiary the right to erect, own and use a building on a parcel of land without owning the respective parcel. An HBR can be encumbered with easements and mortgages, subject to the approval of the landowner (if parties have agreed that approval is required), and is freely transferrable as if it constituted absolute ownership of the respective parcel of land. Moreover, an HBR persists even if the land is sold by a compulsory sale. Prior to its expiration, an HBR can be cancelled, subject to the statutory and contractual provisions on the return of the HBR to the landowner. If the HBR obligee becomes insolvent, is in delay with at least two annual amounts of the ground rent or violates

material obligations under the HBR creation agreement, then the landowner can demand that the HBR be returned (if the parties so agree in the HBR creation agreement). In case of either termination or return of the HBR, the landowner is obliged to pay compensation for the building to the HBR obligee. The compensation amount to be paid to the HBR obligee is subject to the contractual provisions in the HBR creation agreement and can be excluded by the parties.

The purchase price for the existing buildings is EUR 14.4 million and the annual ground rent is approximately EUR 1.65 million, subject to adjustment. Outokumpu Nirosta GmbH is responsible for the real estate transfer tax, which is expected to be approximately EUR 2.2 million. All existing agreements regarding the properties and buildings that are encumbered by the Krefeld HBR will be transferred from the Landowners to Inoxum. Any compensation in case of the return of the buildings payable by the Landowners to Outokumpu Nirosta GmbH has been excluded. Outokumpu Nirosta GmbH will be responsible for the buildings and the properties encumbered by the Krefeld HBR. In addition, Inoxum will be liable for any contamination or preexisting ground contamination, including contamination and pollution caused prior to the creation of the Krefeld HBR, and has to indemnify the Landowners for certain damages from public rulings issued because of disclosed or presumed ground contamination. The HBR Agreement also provides for a reciprocal preemption right (Vorkaufsrecht). Pursuant to German law, the Krefeld HBR must be registered in the first rank in section II in the land register, which will require that all existing easement holders and mortgagees approve the ranking of the Krefeld HBR with higher priority than their own rank in the land register. The Krefeld HBR will have a fixed term of 99 years commencing on the date of its registration in the land register and cannot be unilaterally terminated for convenience or cause.

Office Lease

Pursuant to the Krefeld Real Estate Framework Agreement, the Landowners made an irrevocable offer to enter into a lease for indoor and outdoor space to be used by Outokumpu Nirosta GmbH as offices, archives, canteen, warehouse, laboratory, car park or for agricultural use (the “**Krefeld Office Lease Agreement**”). It is expected that Outokumpu Nirosta GmbH will accept the Landowners’ offer. The leased premises include an office park of 12,633 square meters as well as hall areas, canteen space, parking spaces and agricultural space. The total monthly rent is approximately EUR 227,000 (including expenses and VAT), subject to adjustment. Pursuant to the Krefeld Office Lease Agreement, Outokumpu Nirosta GmbH must remove all constructional alterations and all fixtures installed by it at the end of the lease without compensation. Outokumpu Nirosta GmbH is also liable for all maintenance and repairs within the leased premises. Outokumpu Nirosta GmbH has been operating at the site for years and, therefore, is ultimately liable for any contamination or pollution affecting the land and buildings. The Krefeld Office Lease Agreement will be valid for 30 years and cannot be terminated for convenience or cause.

OSTP Joint Venture Agreements

In September 2011, Outokumpu Stainless Steel Oy (currently Outokumpu EMEA Oy) and Tubinoxia entered into the share purchase agreement whereby Tubinoxia purchased a 36 percent share in Outokumpu Stainless Tubular Products business to form the OSTP JV. At the same time, Outokumpu and Tubinoxia entered into the shareholders’ agreement.

As at the date of this Prospectus, Tubinoxia owns 51 percent of the shares in the OSTP JV since Tubinoxia exercised its option to acquire an additional 15 percent of the shares in January 2013. Outokumpu will continue to be the primary supplier of raw materials to the OSTP JV. Outokumpu financed the turnaround plan announced in 2011, which included impairments, restructuring costs and financing of operations (i.e., losses and working capital needs). As Outokumpu is now a minority shareholder, it will no longer give additional financing to the OSTP JV. There is, however, a term loan facility of EUR 40 million which is partly undrawn and which the OSTP JV can still utilize under certain circumstances until the end of 2014. According to the OSTP JV’s corporate strategy and plans to improve the company’s performance, focus will be on process pipes and butt-weld fittings, consolidating the company’s production structure and reducing costs by streamlining its organization. As at December 31, 2013, the OSTP JV had an annual production capacity of approximately 65,500 tonnes of tubular products.

The OSTP JV is managed by a board of directors consisting of four directors. The majority shareholder appoints three members of the board of directors and the minority member appoints one member of the board of directors.

Certain matters must be approved by both Outokumpu and Tubinoxia. Outokumpu also produces pipes at its Wildwood tubular products production facility in Florida, United States, which is not part of the OSTP JV.

SKS Joint Venture Agreement

In December 1997, Outokumpu Nirosta GmbH (then Krupp Thyssen Stainless GmbH) entered into a joint venture agreement (the “**SKS JVA**”) with SPS (then Shanghai Pudong Iron and Steel (Group) Company, Ltd.) to form the SKS, a joint venture in which Outokumpu Nirosta GmbH holds a 60 percent share and SPS holds the remaining 40 percent. As contemplated in the SKS JVA, the purpose of SKS is to build an integrated stainless steel production facility consisting of a melt shop and hot and cold rolling facilities. As at the date of this Prospectus, the SKS production facility consists of a cold rolling facility with an annual production capacity of 290,000 tonnes of cold rolled products. The SKS JVA is scheduled to continue in force for 50 years from the date of the issuance of SKS’s business license (issued in April 1998).

SKS has a board of directors comprised of five directors, three of which are appointed by Outokumpu Nirosta GmbH. The chairman of the board of directors is chosen from SPS’s nominees and the vice chairman is chosen from Outokumpu Nirosta GmbH’s nominees. The board of directors is the highest authority of SKS and is authorized to determine all important issues regarding SKS. Certain customary matters require the unanimous approval of all directors present at a meeting of the board of directors.

Asset Sale and Purchase Agreement of the Electricity Distribution Network in Tornio

In November 2013, Outokumpu Stainless Oy and Outokumpu Chrome Oy entered into an asset sale and purchase agreement with RIG Oy whereby Outokumpu Stainless Oy and Outokumpu Chrome Oy agreed to sell to RIG Oy the electricity distribution network at the Tornio site in Finland. The parties also entered into service agreements in December 2013 pursuant to which RIG Oy agrees to provide electricity distribution and network services to Outokumpu Stainless Oy and Outokumpu Chrome Oy. As a part of this arrangement, Outokumpu Stainless Oy subscribed for shares in RIG Oy representing 10.0 percent of RIG Oy shares and voting rights.

Shareholder Agreement Between the Shareholders of Voimaosakeyhtiö SF

In February 2014, Outokumpu Oyj entered into a shareholder agreement among the shareholders of Voimaosakeyhtiö SF, which owns a share in Fennovoima, which was granted a decision-in-principle by the Government of Finland to build a new nuclear power plant in Finland. Pursuant to the shareholders agreement, Outokumpu increased its indirect interest in Fennovoima to 12.5 percent. When operational, shareholders in Fennovoima will be able to procure electricity at cost against payment of their *pro rata* share of operating expenses of the power plant (so-called “Mankala” principle).

SELECTED CONSOLIDATED FINANCIAL INFORMATION

The following is a summary of Outokumpu’s consolidated financial information as at and for the financial years ended December 31, 2013 and December 31, 2012 and of Outokumpu’s consolidated financial information as at and for the six months ended June 30, 2014 and June 30, 2013. The information in this summary has been derived from Outokumpu’s audited consolidated financial statements for the financial year ended December 31, 2013 and Outokumpu’s unaudited condensed interim financial statements for the six months ended June 30, 2014, which have been incorporated by reference into this Prospectus. Outokumpu’s consolidated financial statements as at and for the year ended December 31, 2012 were restated as comparative information in the consolidated financial statements of Outokumpu as at and for the year ended December 31, 2013 due to the adoption of the revised “IAS 19 –Employee Benefits” standard and the finalization of the accounting for the Inoxum Acquisition. Outokumpu’s condensed financial statements as at and for the six month period ended June 30, 2013 were restated due to the finalization of the accounting for the Inoxum Acquisition and the presentation of the VDM business and the additional remedy assets as discontinued operations following Outokumpu’s announcement on November 30, 2013 to divest these businesses to ThyssenKrupp. This information should be read in conjunction with, and is qualified in its entirety by reference to, such financial statements and related notes. Outokumpu’s consolidated financial statements have been prepared in accordance with the applicable International Financial Reporting Standards (IFRS) as adopted by the European Union. The information presented in the below table for the financial year ended December 31, 2013 has been audited, whereas the restated comparative financial information as at and for the year ended December 31, 2012 and the information presented for the six month periods ended June 30, 2014 and June 30, 2013 is unaudited.

	For the six months ended		For the fiscal year ended	
	June 30,		December 31,	
	2014	2013	2013	2012
		(restated)		(restated)
	(unaudited)	(unaudited)	(audited)	(unaudited)
	(EUR in millions, unless otherwise indicated)			

CONSOLIDATED STATEMENT OF INCOME DATA

Continuing operations

Sales	3,371	3,604	6,745	4,538
Cost of sales	<u>-3,343</u>	<u>-3,620</u>	<u>-6,847</u>	<u>-4,503</u>
Gross margin	28	-16	-102	35
Other operating income	17	8	24	23
Selling and marketing expenses	-51	-78	-144	-115
Administrative expenses	-113	-135	-230	-181
Research and development expenses	-12	-14	-26	-19
Other operating expenses	<u>-67</u>	<u>-24</u>	<u>-31</u>	<u>-128</u>
EBIT	-198	-258	-510	-385
Share of results in associated companies and joint ventures	8	-3	-2	-0
Financial income and expenses:				
Interest income	1	6	13	13
Interest expenses	-78	-95	-210	-80
Market price gains and losses	-4	-22	-37	-64
Other financial income	1	0	0	2
Other financial expenses	<u>-40</u>	<u>-11</u>	<u>-76</u>	<u>-10</u>
Result before taxes	-310	-383	-822	-524
Income taxes	<u>-6</u>	<u>7</u>	<u>-11</u>	<u>-12</u>
Net result for the period from continuing operations	-316	-375	-832	-536
Net result for the period from discontinued operations	<u>11</u>	<u>-26</u>	<u>-170</u>	<u>-</u>
Net result for the period	<u><u>-306</u></u>	<u><u>-402</u></u>	<u><u>-1,003</u></u>	<u><u>-536</u></u>

	For the six months ended June 30,		For the fiscal year ended December 31,	
	2014	2013 (restated)	2013	2012 (restated)
	(unaudited)	(unaudited)	(audited)	(unaudited)
(EUR in millions, unless otherwise indicated)				
Attributable to:				
Equity holders of Outokumpu.....	-304	-399	-997	-534
Non-controlling interests.....	-3	-3	-6	-2
Earnings per share for result attributable to the equity holders of Outokumpu, EUR ⁽¹⁾ :				
Earnings per share, continuing operations	-1.11	-2.81	-6.23	n/a
Earnings per share, discontinued operations	<u>0.04</u>	<u>-0.20</u>	<u>-1.29</u>	<u>n/a</u>
Earnings per share.....	<u>-1.07</u>	<u>-3.01</u>	<u>-7.52</u>	<u>n/a</u>

	For the six months ended June 30,		For the fiscal year ended December 31,	
	2014	2013 (restated)	2013	2012 (restated)
	(unaudited)	(unaudited)	(audited)	(unaudited)
(EUR in millions)				
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME DATA				
Net result for the period	-306	-402	-1,003	-536
Other comprehensive income for the period, net of tax.....	<u>11</u>	<u>-14</u>	<u>-44</u>	<u>-36</u>
Total comprehensive income for the period.....	<u>-295</u>	<u>-416</u>	<u>-1,047</u>	<u>-571</u>

	As at June 30,		As at December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited)	(restated) (unaudited)
CONSOLIDATED STATEMENT OF FINANCIAL POSITION DATA				
Assets				
Total non-current assets	3,821	4,596	3,944	4,655
Total current assets.....	2,821	3,767	2,679	3,757
Assets held for sale	–	<u>1,285</u>	<u>2,200</u>	<u>1,276</u>
Total assets.....	<u>6,642</u>	<u>9,647</u>	<u>8,823</u>	<u>9,688</u>
Equity and liabilities				
Equity attributable to the equity holders of Outokumpu:				
Share capital.....	311	311	311	311
Premium fund.....	714	714	714	714
Invested unrestricted equity reserve.....	2,102	1,462	1,462	1,462
Other reserves	-178	-163	17	30
Retained earnings.....	<u>-714</u>	<u>189</u>	<u>-617</u>	<u>410</u>
Total equity attributable to the equity holders of Outokumpu	2,234	2,513	1,887	2,926
Non-controlling interests.....	<u>2</u>	<u>10</u>	<u>4</u>	<u>26</u>
Total equity	2,236	2,523	1,891	2,952
Total non-current liabilities	2,275	3,399	3,791	3,622
Total current liabilities	2,131	2,961	2,093	2,327
Liabilities directly attributable to assets held for sale	–	<u>764</u>	<u>1,048</u>	<u>786</u>
Total equity and liabilities.....	<u>6,642</u>	<u>9,647</u>	<u>8,823</u>	<u>9,688</u>

	For the six months ended		For the fiscal year ended	
	June 30,		December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited)	(restated) (unaudited)
CONSOLIDATED STATEMENT OF CASH FLOWS DATA ⁽²⁾				
Net cash from operating activities	-271	-233	34	266
Net cash from investing activities.....	-111	-213	-108	-1,196
Net cash from financing activities	<u>-54</u>	<u>545</u>	<u>459</u>	<u>994</u>
Net change in cash and cash equivalents	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Cash and cash equivalents at the beginning of the period.....	607	222	222	168
Foreign exchange rate effect on cash and cash equivalents.....	2	-4	-11	-11
Discontinued operations net change in cash effect	-12	9	12	–
Net change in cash and cash equivalents	<u>-436</u>	<u>99</u>	<u>385</u>	<u>65</u>
Cash and cash equivalents at the end of the period.....	<u>161</u>	<u>327</u>	<u>607</u>	<u>222</u>

	As at and for the six months ended June 30,		As at and for the fiscal year ended December 31,	
	2014	2013	2013	2012
	(unaudited)	(restated) (unaudited)	(audited, unless otherwise indicated)	(restated) (unaudited)
(EUR in millions, unless otherwise indicated)				
KEY DATA OF THE GROUP				
Capital employed	4,208	5,614	4,265	5,623
Operating capital	4,209	5,609	4,266	5,626
Capital expenditure ^{(2) (3)}	48	98	183	3,155
in relation to sales ⁽²⁾ , percent	1.4	2.7	2.7	69.5
Depreciation and amortization	163	167	332	230
Personnel at the end of period, excluding summer trainees ⁽²⁾ (unaudited)	12,365	13,021	12,561	16,649
EBIT	-198	-258	-510	-385
in relation to sales, percent	-5.9	-7.1	-7.6	-8.5
Underlying EBIT ⁽⁴⁾ (unaudited)	-51	-169	-377	-169
EBITDA (unaudited)	-8	-86	-165	-50
Underlying EBITDA ⁽⁴⁾ (unaudited)	112	3	-32	71
Debt-to-equity ratio (gearing), percent	92.5	152.9	188.0	116.2
Result before taxes	-310	-383	-822	-524
in relation to sales, percent	-9.2	-10.6	-12.2	-11.5
Net result for the period	-306	-402	-1,003	-536
in relation to sales, percent	-9.1	-11.1	-14.9	-11.8
Return on equity, percent	-29.7	-29.3	-41.4	-21.4
Return on capital employed, percent	-9.4	-9.2	-10.3	-8.2
Net interest-bearing debt ⁽⁵⁾	2,068	3,859	3,556	3,431
Total stainless steel external deliveries, tonnes in thousands ⁽²⁾ (unaudited)	1,352	1,330	2,585	1,428
Number of Shares at the beginning of the period ⁽⁶⁾ (unaudited)	2,077,105,460	2,077,065,460	2,077,065,460	181,977,861
Number of Shares at the end of the period ⁽⁶⁾ (unaudited)	415,426,724	2,077,065,460	2,077,105,460	2,077,065,460

- (1) Calculated based on the rights-issue-adjusted weighted average number of shares, comparative figures adjusted accordingly. Comparative figures adjusted to reflect the reverse split on June 20, 2014, unaudited.
- (2) Continuing operations. There were no discontinued operations as at and the year ended December 31, 2012.
- (3) Capital expenditure for the year ended December 31, 2012 includes the Inoxum acquisition of EUR 2,720 million and acquisition-related finance leases and asset purchases of EUR 79 million.
- (4) Due to the revised metal hedging policy from the beginning of 2014 Outokumpu has adjusted the definition for underlying EBIT and underlying EBITDA: In addition to non-recurring items and raw material-related inventory gains/losses, Outokumpu now also excludes metal derivative gains/losses. The historical figures were not adjusted as the new hedging policy was implemented in the beginning of 2014 and is not applicable to past periods.
- (5) In January 2014, Outokumpu changed its definition of net interest-bearing debt. The figures presented for the periods ended December 31 2013, December 31, 2012 and June 30, 2013 have been calculated according to the new definition, including the debt-to-equity ratio.
- (6) Excluding treasury Shares. Outokumpu's number of shares changed due to reverse split on June 20, 2014. Comparative figures were not adjusted.

CALCULATION OF KEY RATIOS

Capital employed	=	Total equity + net interest-bearing debt + net derivative liabilities + net accrued interest expenses – net assets held for sale – loans receivable – available for sale financial assets – investments at fair value through profit or loss – investments in associated companies and joint ventures
Operating capital	=	Capital employed + net deferred tax liabilities
Underlying EBIT	=	EBIT adjusted for inventory related gains/losses, metal derivative gains/losses and certain non-recurring items.
EBITDA	=	EBIT before depreciation, amortization and impairments
Underlying EBITDA	=	EBITDA adjusted for inventory related gains/losses, metal derivative gains/losses and certain non-recurring items.
Debt-to-equity ratio (gearing)	=	$\frac{\text{Net interest-bearing debt}}{\text{Total equity}} \times 100$
Return on equity	=	$\frac{\text{Net result for the financial year}}{\text{Total equity (average for the period)}} \times 100$
Return on capital employed (“ROCE”)	=	$\frac{\text{Operating profit}}{\text{Capital employed (average for the period)}} \times 100$
Net interest-bearing debt	=	Long-term and current debt – cash and cash equivalents

FINANCIAL INFORMATION AND PROSPECTS

Historical financial information

The audited consolidated financial statements of Outokumpu as of and for the years ended December 31, 2013 and December 31, 2012 have been prepared in accordance with International Financial Reporting Standards as adopted by the EU. The audited consolidated financial statements of Outokumpu as at and for the years ended December 31, 2013 and December 31, 2012 have been incorporated into this Prospectus by reference. See “Information Incorporated by Reference”. Except for the two financial statements mentioned above, the information included in this Prospectus has not been audited.

The unaudited condensed interim financial statements as at and for the six months ended June 30, 2014 as well as comparative information for the six months ended June 30, 2013 have been prepared in accordance with “IAS 34—Interim Financial Reporting” and have been incorporated into this Prospectus by reference.

No significant change in the Issuer’s financial or trading position

There has been no significant change in the financial or trading position of the Issuer and the Guarantors since June 30, 2014.

Prospects

In its stock exchange release dated July 24, 2014, Outokumpu published the following information on its business and financial outlook for the third quarter of 2014:

“Outokumpu estimates overall stainless steel demand and pricing environment to remain relatively healthy in the third quarter, with a seasonal slowdown in the European market. The company estimates somewhat lower delivery volumes and some improvement in stainless steel base prices in the third quarter. Outokumpu expects continued progress, although with a slower rate, in the cost efficiency initiatives and synergies.

For the third quarter of 2014, Outokumpu expects sequentially slightly worse underlying EBIT primarily due to seasonal impacts. Net impact of raw material-related inventory and metal hedging gains/losses on profitability is expected to be EUR 10-20 million positive.

Outokumpu’s operating result may be impacted by non-recurring items associated with the ongoing restructuring programs. This outlook reflects the current scope of continuing operations.”

There have been no material adverse changes in the prospects of the Issuer and the Guarantors since the date of their last published audited financial statements.

BOARD OF DIRECTORS, MANAGEMENT AND AUDITORS

General

The Issuer is a public limited liability company incorporated and domiciled in Finland. In its corporate governance and management, Outokumpu complies with applicable Finnish legislation, its articles of association and the corporate governance policy approved by the Board of Directors. Outokumpu follows the Finnish Corporate Governance Code 2010 issued by the Finnish Securities Market Association and adopted by the Helsinki Stock Exchange. Outokumpu complies with all regulations and recommendations issued by the Helsinki Stock Exchange.

The governing bodies of Outokumpu (i.e., the General Meeting of Shareholders, the Board of Directors and the President and CEO) have the ultimate responsibility for group management and group operations. The Leadership Team reports to the President and CEO and is responsible for the efficient management of the group's operations.

Shareholders participate in the control and management of Outokumpu through resolutions passed at General Meetings of Shareholders of Outokumpu. General Meetings of Shareholders of Outokumpu are generally convened upon notice given by the Board of Directors. In addition, General Meetings of Shareholders of Outokumpu must be convened when requested in writing by an auditor of Outokumpu or by shareholders representing at least one-tenth of all issued and outstanding shares.

Board of Directors

The tasks and responsibilities of the Board of Directors are determined on the basis of the Finnish Companies Act as well as other applicable legislation. The Board of Directors has general authority to decide and act in all matters not reserved for other corporate governing bodies by law or under the provisions of the articles of association of Outokumpu. The general task of the Board of Directors is to organize Outokumpu's management and operations. In all situations, the Board of Directors must act in accordance with Outokumpu's best interest. The Board of Directors convenes at least five times a year. At the date of this Prospectus, the Board of Directors of the Issuer consists of the following persons:

Name:	Background:
<p>Jorma Ollila Born 1950, M.Sc. (Econ.); M.Sc. (Eng.); M.Sc. (Pol.) Chairman of the Board (2013–), member of the Board (2013–) Independent Board Member.</p>	<p>Perella Weinberg Partners, advisory partner (2014–) Tetra Laval Group, member of the Board (2013–) University of Helsinki, member of the Board (2009–) Royal Dutch Shell Plc, Chairman of the Board (2006–) Nokia Corporation, Chairman of the Board (2006–2012) The Research Institute of the Finnish Economy ETLA, Chairman of the Board and Chairman of the Supervisory Board (2005–) The Finnish Business and Policy Forum EVA, Chairman of the Board and Chairman of the Supervisory Board (2005–) Nokia Corporation, Chairman of the Board and Chief Executive Officer (1999–2006) Otava Ltd, Vice Chairman of the Board (1996–) Nokia Corporation, President and Chief Executive Officer (1992–1999) Nokia Mobile Phones Ltd, President (1990–1992) Nokia Corporation, Senior Vice President, Finance (1986–1989) Citibank, various managerial positions within corporate banking (1978–1985) Shares owned in the Issuer on [August 26,] 2014: directly [28,770] shares.</p>
<p>Olli Vaartimo Born 1950, M.Sc. (Econ.) Vice Chairman of the Board</p>	<p>Northland Resources SA, member of the Board (2013–) Kuusakoski Group Oy, member of the Board (2008–) Kuusakoski Oy, member of the Board (2008–) Alteams Oy, member of the Board (2008–)</p>

<p>(2011–), member of the Board (2010–)</p> <p>Independent Board Member.</p>	<p>Metso Corporation, Chief Financial Officer (2003–2011) Metso Corporation, Vice Chairman of the Executive Team (2004–2010) Valmet Automotive Inc., Chairman of the Board (2003–) Metso Corporation, Executive Vice President, Deputy to the President and Chief Executive Officer (2003–2010) Metso Corporation, acting President and Chief Executive Officer (2003–2004) Metso Corporation, member of the Executive Team (1999–2011) Metso Minerals Oy, President and Chief Executive Officer (1999–2003) Nordberg Goup, Rauma Corporation, President and Chief Executive Officer (1993–1999) Rauma Corporation, Executive Vice President (1991–1998)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [14,644] shares.</p>
<p>Markus Akermann Born 1947, M.Sc. (Econ.)</p> <p>Member of the Board (2013–)</p> <p>Independent Board Member.</p>	<p>Votorantim Cimentos S.A., member of the Board (2013–) World Business Council for Sustainable Development (WBCSD), member of the Executive Board (2008–2011) Ambuja Cements Ltd Mumbai, India, member of the Board (2006–2012) ACC Mumbai, India, member of the Board (2005–2012) Holcim Ltd, member of the Board (2002–2013) Holcim Group Support Ltd, Chairman of the Board (2002–2012) Holcim Group, Chief Executive Officer (2002–2012) Holcim Apasco SA de CV, Mexico, member of the Board and Managing Director (1993–2012) Holcim Group, member of the Group Executive Committee with responsibility for Latin America, international trading activities and Corporate Human Resources and Training (1993–2001) Holcim Group, Area Manager Central America, Andean Countries and international trading activities (1986–1993)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [12,330] shares.</p>
<p>Stig Gustavson Born 1945, M.Sc. (Eng.), Dr.Tech. (hon.)</p> <p>Member of the Board (2014–)</p> <p>Independent Board Member.</p>	<p>All Tampere-based Universities, Special Advisory Assignment (2014–) IK Investment Partners, member of the Board of Directors in several funds (2014–) Tampere Technical University, Vice Chairman of the Supervisory Board (2013–) Strategic Centers for Science, Technology and Innovation (SHOKs), Chairman of the Executive Committee (2012–) Ahlström Capital Oy, Chairman of the Board (2011–) ÅR Packaging AB, Chairman of the Board (2011–) Dynea Oy, Vice Chairman of the Board, past Chairman of the Board (2011–) Technology Academy Finland, Chairman of the Board and Executive Committee (2007–) Cramo Plc, member of the Board (2006–2007), Chairman of the Board (2007–2014) Konecranes Plc, Chairman of the Board (2005–) Svenska Handelsbanken AB (publ), Branch Operation in Finland, Chairman of the Board (2004–) Varma Mutual Pension Insurance Company, member of the Supervisory Board (2000–)</p>

	<p>IK Investment Partners Oy, Senior Industrial Advisor (1997–2012) IK Investment Partners Oy, Senior Advisor (2013–) Mercantile Oy Ab, Vice Chairman of the Board, past Chairman of the Board (2002–) Konecranes Plc, President and Chief Executive Officer (1994–2005) Helvar Merca Oy Ab, member of the Board (1993–2006) KONE Cranes, President (1988–1994) KONE Wood, President (1985–1988) KONE Roxon, President (1982–1985) KONE Oy, Director (1982–1994) Bruun System Ab, Managing Director (1979–1982) Forrex Oy, Managing Director (1981–1982) Sponsor Oy, Technical Director (1978–1979) Raha-automaattiyhdistys (RAY), Works Director (1976–1978) Wärtsilä Järvenpää, Production Manager (1974–1976) Wärtsilä Nuutajärvi, Production Manager (1970–1974) TKY, Assistant Managing Director (1969–1970)</p> <p>Various Board memberships and Chairmanships in over 20 major Finnish and Scandinavian companies and over 10 Finnish, Scandinavian and European Organizations, trusts and charities in total.</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [4,018] shares.</p>
<p>Roberto Gualdoni Born 1956, M.Sc. (Eng), MBA</p> <p>Member of the Board (2014–)</p> <p>Independent Board Member.</p>	<p>Styrolution Americas, Chairman of the Supervisory Board (2012–) Styrolution Europe, Chairman of the Supervisory Board (2012–) Styrolution Group, Chief Executive Officer (2011–) PlasticsEurope, Brussels/Belgium, member of the Steering Board (2012–) BASF SE, President, Styrenics (2010–2011) BASF SE, Senior Vice President, Global Procurement Raw Materials (2007–2010) BASF SE, Senior Vice President, Global Procurement Basic Products (2006–2007) BASF Intertrade AG, Zug/Switzerland, Mitglied des Beirats (member of the Advisory Board) (2006–2007) BASF SE, Group Vice President, Engineering Plastics Europe (2001–2005) BGS, Schwarzheide, Chairman and member of the Board (2001–2005) BASF SE, Group Vice President, Unit Foam Products Europe (1998–2001) FIW München research institute, member of the Board (1998–2001) European Extruded Polystyrene Insulation Board Association (EXIBA), Brussels, Vice President (1998–2001) BASF SE, Chief Controller, Regional Division Central Europe (1996–1998) BASF SE, Controlling, Sales Division Germany (1994–1996) BASF SE, European Market Coordinator, Specialty Chemicals (1991–1994) BASF SE, Market Coordinator North Europe/Germany, Specialty Chemicals (1991) BASF SE, Product Manager, Superabsorbers and Dispersing Agents (1990–1991) BASF Argentina S.A., Marketing Manager, Textile, Leather, Paper and Specialty Chemicals (1988–1989) BASF Argentina S.A., Assistant to the General Manager (1987–1989)</p>

	<p>Tenaris, Commerical Coordinator (1983–1986)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [12,018] shares.</p>
<p>Heikki Malinen Born 1962, M.Sc. (Econ.), MBA (Harvard)</p> <p>Member of the Board (2012–)</p> <p>Independent Board Member.</p>	<p>Ilmarinen Mutual Pension Insurance Company, member of the Board (2014–)</p> <p>Opus Capita Group, Chairman of the Board (2014–)</p> <p>Service Sector Employers PALTA Association, member of the Board (2013–)</p> <p>Ilmarinen Mutual Pension Insurance Company, member of the Supervisory Board (2013)</p> <p>Itella Corporation, President and Chief Executive Officer (2012–)</p> <p>Italla Posti Oy, member of the Board (2012–)</p> <p>Itella Logistics Oy, member of the Board (2012–)</p> <p>East Office of Finnish Industries Ltd, member of the Board (2012–)</p> <p>Itella Bank Ltd, member of the Board (2012–2013)</p> <p>Federation of Finnish Technology Industries Ltd, member of the Board (2011–2012)</p> <p>American Chamber of Commerce (AmCham Finland), Chairman (2009–2014)</p> <p>Pöyry PLC, President and Chief Executive Officer (2008–2012)</p> <p>UPM-Kymmene Corporation, Helsinki, Finland, Executive Vice President of Strategy and member of the UPM Executive Team (2006–2008)</p> <p>Botnia Oy, member of the Board (2006–2008)</p> <p>UPM North America, Chicago, USA, President (2004–2005)</p> <p>UPM North America, Chicago, USA, President of Sales (2002–2003)</p> <p>Jaakko Pöyry Consulting, New York, USA, Managing Partner (2000–2001)</p> <p>McKinsey & Co, Atlanta, USA, Engagement Manager (1997–1999)</p> <p>UPM Paper Divisions, Helsinki, Finland, Director of Business Development (1994–1996)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [15,018] shares.</p>
<p>Elisabeth Nilsson Born 1953, M.Sc. (Tech.)</p> <p>Member of the Board (2011–)</p> <p>Independent Board Member.</p>	<p>Northland Resources SA, member of the Board (2013–)</p> <p>Göta Kanalbolaget, Chairman of the Board (2011–)</p> <p>Östergötlands län, Governor (2010–)</p> <p>Risbergska donationsfonden, Chairman of the Board (2010–)</p> <p>Övralidsstiftelsen, Chairman of the Board (2010–)</p> <p>Tåkernfonden, Chairman of the Board (2010–)</p> <p>Sveaskog AB, member of the Board (2010–2012)</p> <p>4:e AP-fonden, member of the Board (2010–2011)</p> <p>Swerea AB, member of the Board (2008–2011)</p> <p>Jernkontoret (Swedish Steel Producers' Association), President (2005–2010)</p> <p>Foundation Mefos, Chairman (2005–2010)</p> <p>Svenska Bergsmannaföreningen, Chairman (2007–2009)</p> <p>Royal Swedish Academy of Engineering Science IVA, member (2007–)</p> <p>Euromaint AB, member of the Board (2004–2007)</p> <p>SSAB Oxelösund, General Manager, Metallurgy Division (2003–2005)</p> <p>SSAB Merox, Managing Director (2001–2003)</p> <p>Swedish Maritime Administration, member of the Board (1996–2006)</p> <p>SSAB, Manager, Department for Environment, Health and Safety (1996–2001)</p> <p>SSAB Oxelösund, Manager, Continuous Casting Department (1991–</p>

	1996) Shares owned in the Issuer on [August 26,] 2014: directly [6,627] shares.
Siv M. Schalin Born 1962, M.Sc. (Econ.), MBA Member of the Board (2011-), and member of the Audit Committee. Independent Board Member.	Association of Private Health Care Providers in Finland, member of the Board (2013–) Docrates Ltd, President (2012–) Arcada University of Applied Sciences, member of the Supervisory Board (2009–) GE Healthcare Finland Oy, President and General Manager, Patient Care Solutions (2008–2012) Several GE Healthcare group companies, Chairman, Managing Director and member of the Board (2008–2012) FIHTA (Finnish Healthcare Technology Association), Vice Chairman (2008–2012) GE Healthcare EMEA, Vice President of Service, Clinical Systems (2005–2008) GE Healthcare Sweden, General Manager (2004–2005) Instrumentarium Corporation, Director of Critical Care (2003–2004) Instrumentarium Corporation, Area Manager, Nordic Countries (2002) Össur hf., Vice President, Components Division (2000–2001) Össur USA Inc., President (1997–2000) Shares owned in the Issuer on [August 26,] 2014: directly [10,714] shares.

Board Committees

At its first meeting after the 2014 Annual General Meeting, the Board of Directors established two permanent committees, the Board Audit Committee and the Board Remuneration Committee, consisting of members of the Board of Directors and confirmed rules of procedure for these committees. Both committees report to the Board of Directors.

Board Audit Committee

The Board Audit Committee comprises four members of the Board of Directors. The task of the Audit Committee is to deal with matters relating to financial statements, auditing work, internal controls, the scope of internal and external audits, fees paid to auditors, Outokumpu's tax position, Outokumpu's financial policies and other procedures for managing Outokumpu's risks. In addition, the Board Audit Committee prepares a recommendation for the Annual General Meeting of Shareholders of Outokumpu concerning the election of an external auditor and auditing fees. As at the date of this Prospectus, the Board Audit Committee consists of Olli Vaartimo (Chairman), Markus Akermann, Heikki Malinen and Siv Schalin. In 2013, the Board Audit Committee met seven times. All members of the Board Audit Committee are independent of Outokumpu and its significant shareholders.

Board Remuneration Committee

The Board Remuneration Committee comprises the Chairman of the Board of Directors and three other members of the Board of Directors. The task of the Board Remuneration Committee is to prepare proposals for the Board of Directors concerning the appointment of Outokumpu's top management and principles relating to the compensation they receive. The Board of Directors has authorized the Board Remuneration Committee to determine the terms of service and benefits enjoyed by the members of the Leadership Team other than Outokumpu's CEO. As at the date of this Prospectus, the Board Remuneration Committee consists of Jorma Ollila (Chairman), Roberto Gualdoni, Stig Gustavson and Elisabeth Nilsson. In 2013, the Remuneration Committee met six times.

To handle specific tasks, the Board of Directors can also establish temporary working groups consisting of members of the Board of Directors. These working groups also report to the Board of Directors. A temporary working group, the Board Finance Working Group, was established during 2013 and the working group comprised the Chairman and Vice Chairman of the Board of Directors and one other member of the Board of Directors. The main task of the working group was to oversee and review in greater detail the status of and activities relating to Outokumpu's strategic roadmap, capital structure, balance sheet, major transactions, major corporate finance activities and other matters of strategic importance to Outokumpu. The Board Finance Working Group met four times during 2013 but was discontinued in early 2014.

Nomination Board

Outokumpu's Annual General Meeting of Shareholders has established a Nomination Board to annually prepare proposals on the composition of the Board of Directors along with director remuneration for the Annual General Meeting of Shareholders of Outokumpu.

According to the Charter of the Nomination Board, the Nomination Board consists of the representatives of Outokumpu's four largest shareholders, as registered in the Finnish book-entry securities system on October 1, who accept the assignment and the Chairman of the Board of Directors should act as an expert member of the Nomination Board.

The shareholder representatives on the Nomination Board in 2013 were ThyssenKrupp, Solidium Oy, The Social Insurance Institution of Finland and Varma Mutual Pension Insurance Company. These shareholders chose the following individuals as their representatives on the Nomination Board: Guido Kerkhoff, CFO of ThyssenKrupp and a member of Outokumpu's Board of Directors, Kari Järvinen, Managing Director of Solidium Oy, Tuula Korhonen, Investment Director of The Finnish Social Insurance Institution and Pekka Pajamo, CFO of Varma Mutual Pension Insurance Company. Kari Järvinen was elected Chairman of the Nomination Board and Jorma Ollila, Chairman of the Outokumpu Board of Directors, served as an expert member. Following the divestment of the Terni Remedy Assets and the VDM Business, Mr. Kerkhoff tendered his resignation from the Nomination Board on December 2, 2013.

CEO and Deputy to the CEO

The CEO is responsible for Outokumpu's operational management. The CEO prepares matters on which decisions are to be made by the Board of Directors, develops Outokumpu's operations in line with the targets agreed with the Board of Directors, and ensures proper implementation of decisions of the Board of Directors. The CEO is also responsible for ensuring that existing legislation and applicable regulations are observed throughout Outokumpu. The CEO chairs meetings of the Leadership Team. The deputy to the CEO is responsible for attending to the CEO's duties in the event that the CEO is prevented from doing so. Since 2011, Outokumpu's CFO has acted as the deputy to the CEO. At the date of this Prospectus, the CEO of the Company is Mika Seitovirta.

Leadership Team

The task of the Leadership Team is the overall management of Outokumpu's business. Members of the Leadership Team have extensive authority in their individual areas of responsibility, and their duty is to develop Outokumpu's operations in line with the targets set by the Board of Directors and the CEO. The Leadership Team will consist of ten members appointed by the Board of Directors and will typically convene at least once a month. The Leadership Team consists of the following persons:

Name:	Background:
Mika Seitovirta Born 1962, M.Sc. (Econ.) Chief Executive Officer (2011–) Joined the Group in 2011, Chairman of the Leadership Team as of 2011.	Shanghai Krupp Stainless Co. Ltd., Deputy Chairman of the Board of Directors (2013–) Federation of Finnish Technology Industries, member of the Board (2013–) East Office of Finnish Industries Ltd, member of the Board (2013–) World Steel Association, member of the Board (2013–) International Stainless Steel Forum, member of the Board (2011–)

	<p>Association of Finnish Steel and Metal Producers, member of the Board (2011–)</p> <p>Varma Mutual Pension Insurance Company, member of the Supervisory Board (2011–)</p> <p>Are Oy, member of the Board (2009–2011)</p> <p>Ratos AB, Senior Advisor, Advisory Group (2008–2011)</p> <p>Glaston Corporation (formerly Kyro Corporation), President and Chief Executive Officer (2007–2009)</p> <p>Aro-Yhtymä Oy, member of the Board (2006–2011)</p> <p>Svenska Handelsbanken AB (publ), Regional Bank Finland, member of the Board (2004–2011)</p> <p>Hartwall Ltd, Managing Director (2003–2006)</p> <p>Volvo Auto Oy Ab, Managing Director (1998–2003)</p> <p>Volvo Deutschland, Finance Director and Deputy to Sales Company President (1994–1998)</p> <p>Several positions at Volvo Auto Oy Ab (1986–1994)</p> <p>Aro-Yhtymä Oy, Business Development Manager (1989–1990)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [40,000] shares.</p>
<p>Reinhard Florey Born 1965, M.Sc. (Eng.), M.A.</p> <p>Chief Financial Officer (2013–) Joined the Group in 2012. Member of the Leadership Team as of 2012.</p>	<p>VDM, Chairman of the Supervisory Board (2013–2014)</p> <p>Shanghai Krupp Stainless Co. Ltd., member of the Board of Directors (2013–)</p> <p>Outokumpu Oyj, Executive Vice President – Integration and Strategy (2012–2013)</p> <p>VDM, member of the Supervisory Board (2011–2013)</p> <p>Inoxum GmbH, Chief Financial Officer and member of the Executive Board (2011–2012)</p> <p>ThyssenKrupp Nirosta GmbH, Chief Financial Officer and member of the Executive Board (2011–2012)</p> <p>ThyssenKrupp Mexinox S.A de C.V. (Mexico), member of the Board (2011–2012)</p> <p>Inoxum USA Inc., member of the Board (2011)</p> <p>Efetivo do Conselho Deliberativo da Sociedade of ThyssenKrupp Companhia Siderúrgica do Atlântico (Brasil), member (2010–2011)</p> <p>ThyssenKrupp Steel Americas, LLC, member of the Executive Board (2010–2011)</p> <p>ThyssenKrupp AG, Chief Financial Officer of Steel Americas business area (2009–2011)</p> <p>ThyssenKrupp Steel and Stainless USA, LLC, member of the Board (2009)</p> <p>ThyssenKrupp AG, Head of Corporate Center Mergers and Acquisitions (2005–2009)</p> <p>ThyssenKrupp Steel AG, Head of Corporate Development and Mergers and Acquisitions (2002–2005)</p> <p>Outokumpu Holding Italia S.p.A, Chairman of the Board (2013–)</p> <p>Outokumpu Holding Nederland B.V., Chairman of the Board (2013–)</p> <p>Various positions at McKinsey & Company (Austria) (1995–2002)</p> <p>Shares owned in the Issuer on [August 26,] 2014: [no holdings].</p>
<p>Pekka Erkkilä Born 1958, M.Sc. (Eng.)</p> <p>Executive Vice President, Chief Technology Officer (2013–), Employed by the Group 1983–2000 and 2004–2010 before joining the Group again in 2013. Member of the Leadership Team as of 2013.</p>	<p>Association of Finnish Steel and Metal Producers, deputy member of the Board (2014–)</p> <p>Manga LNG Oy, Chairman of the Board (2013–)</p> <p>Outotec India Private Limited, member of the Board (2012–2013)</p> <p>Outotec Oyj, President, Ferrous Solutions Business Area (2010–2013)</p> <p>Outotec GmbH, Managing Director and member of the Board of Management (2010–2013)</p> <p>Grängesberg Iron AB, member of the Board (2009–2014)</p>

	<p>University of Oulu, member of the Board (2009–) Outokumpu Oyj, Executive Vice President, General Stainless and Production Operations (2004–2010) AvestaPolarit Oyj, Executive Vice President and later President (2001–2004) Outokumpu Chrome Oy, President (1996–2000) Outokumpu Tornio Works, various management positions (1983–1995)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [20,000] shares.</p>
<p>Austin Lu Born 1971, MBA, B.Sc. (Econ.)</p> <p>President, Stainless APAC (2012–), as of September 1, 2014 President APAC Joined the Group in 2012. Member of the Leadership Team as of 2012.</p>	<p>Outokumpu Oyj, Senior Vice President of APAC Focus Area (2012) General Electric, Vice President, Regional General Manager and member of the China Executive Council (2009–2011) Lonza Group, Business Leader of Life Science Ingredient and member of the China Executive Board (2008–2009) General Electric Plastics, Marketing Director and a member of the China Executive Board (2005–2008) General Electric Plastics, Global Product Manager (2004–2005) General Electric Plastics, Regional General Manager of Southern and Easter China (1999–2004) General Electric Plastics, Commercial Specialist (1999) General Electric Plastics, Commerical Operations Manager of Eastern China (1998–1999) General Electric Plastics, Commercial Operations Specialist of Southern China (1996–1998) China MinMetals Co., various positions (1993–1996)</p> <p>Shares owned in the Issuer on [August 26,] 2014: [no holdings].</p>
<p>Kari Parvento Born 1957, M.Sc. (Eng.)</p> <p>President, Stainless Americas (2012–), as of September 1, 2014 President Quarto Plate Joined the Group in 2010. Member of the Leadership Team as of 2010.</p>	<p>Outokumpu Oyj, Executive Vice President, Ferrochrome, Group R&D and Environment and Quality (2012) Outokumpu Oyj, Executive Vice President, Group Sales and Marketing (2010–2011) SMC Austria GmbH, Chairman of the Board (2009–2010) Sandvik Group, President, Underground Mining (2009–2010) Sandvik Group, Managing Director Sandvik Mining and Construction Corp. (2007–2010) Sandvik Mining and Construction Corporation Finland, member of the Board (2007–2010) Sandvik Group, President, Underground Hard Rock Mining (2007–2009) Sandvik Group Oy, Managing Director of Sandvik Mining and Construction Australia and Sandvik Materials Handling Pty Ltd (2005–2007) Sandvik Group, Business Development Manager of Sandvik Tamrok Finland (2004–2005) Kuusakoski Sverige AB, Managing Director (2003–2004) Kuusakoski Group, Country Manager, Scandinavia (2000–2004) Kuusakoski AB, Managing Director (2000–2003)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [1,600] shares.</p>
<p>Olli-Matti Saksi Born 1967, M.Sc. (Eng.) President, Coil EMEA (July 1, 2014–)</p>	<p>Outokumpu Oyj, Senior Vice President, Head of Sales EMEA (2013–2014) Aleris, Senior Vice President and General Manager, Division Rolled Products (2011–2013)</p>

Subject to completion and approval by the Finnish Financial Supervisory Authority

CONFIDENTIAL DRAFT Listing Prospectus dated September 15, 2014

<p>Joined the Group in 2013. Member of the Leadership Team as of July 1, 2014.</p>	<p>Aleris, Vice President, Sales and Marketing (2008–2011) ArcelorMittal FCE Finland Oy, Vice President, Sales and Marketing (2004–2008) Rautaruukki Corporation, Vice President, Sales (2000–2004) Fundia (Rautaruukki Corporation, Sweden), Business Development and Corporate Planning (1998–2000) Rautaruukki Corporation, various positions (1991–1998)</p> <p>Shares owned in the Issuer on [August 26,] 2014: [no holdings].</p>
<p>Johann Steiner Born 1966, M.Sc. (Econ.)</p> <p>Executive Vice President, Human Resources, IT, Health and Safety (2013–) Joined the Group in 2013. Member of the Leadership Team as of 2013.</p>	<p>Outokumpu Oyj, Executive Vice President of Human Resources, Health, Safety and Sustainability (2013) SAG Group GmbH, Group HR Director (2012) Humatica AG, Operating Partner (2010–2012) Clariant International AG, Group HR Director (2002–2008) EADS (former DaimlerChrysler Aerospace AG), Vice President Executive Policies (1999–2002) Towers Perrin, Senior Consultant (1993–1998)</p> <p>Shares owned in the Issuer on [August 26,] 2014: [no holdings].</p>
<p>Kari Tuutti Born 1970, M.Sc. (Econ.)</p> <p>Executive Vice President, Marketing, Communications and Sustainability (2013–), as of September 1, 2014, President, Long Products Joined the Group in 2011. Member of the Leadership Team as of 2012.</p>	<p>Board member Fagersta Stainless AB September 1, 2014– (Chairman of the Board starting September 30, 2014) Outokumpu Oyj, Executive Vice President of Marketing, Communications and Investor Relations (2012–2013) Outokumpu Oyj, Senior Vice President of Marketing, Communications and Investor Relations (2011–2012) Nokia Corporation, Director, Marketing Creation (2009–2011) Nokia Corporation, Vice President of Communications (2008) Nokia Corporation, Director of Communications, Multimedia Business Group (2002–2007) Nokia Corporation, Senior Manager of Investor Relations (1999–2002) Nokia Corporation, Manager of Treasury (1995–1999) Merita Bank, Analyst, Treasury (1994–1995)</p> <p>Shares owned in the Issuer on [August 26,] 2014: directly [4,000] shares.</p>
<p>Michael Wallis Born 1960, BA (hons.)</p> <p>As of September 1, 2014, President Coil Americas Joined the Group in 2013. Member of the Leadership Team as of September 1, 2014.</p>	<p>Outokumpu Oyj, Senior Vice President of Stainless Coil Americas (2013–2014) ThyssenKrupp Stainless USA, Chief Executive Officer (2012–2013) Alcoa Inc., Vice President and President North America Rolled Products (2004–2012) Alcoa Europe, General Manager (2002–2004) British Aluminum (part of Luxfer Group), Managing Director (1996–2002) British Alcan Plate, Managing Director (1993–1996) British Alcan Aerospace, Finance Director (1991–1993) British Alcan, Chief Accountant (1990–1991)</p> <p>Shares owned in the Issuer on [August 26,] 2014: []</p>
<p>Saara Tahvanainen Born 1974, M.Sc. (Soc.)</p> <p>As of September 1, 2014, Executive Vice President Communications & Marketing</p>	<p>Outokumpu Oyj, Vice President of Communications (2013–2014) Outokumpu Oyj, Director of External Communications (2012) Nokia Corporation, Senior Communications Manager (2007–2012) Nokia Corporation, Communications Manager (2006–2007) Fazer, Communications Manager (2004–2006) Ericsson, Project Manager: Change & Leadership Communications</p>

Joined the Group in 2012. Member of the Leadership Team as of September 1, 2014.	(2001–2004) Ericsson, Communications Manager (2000–2001) Shares owned in the Issuer on [August 26,] 2014: [directly [160] shares.]
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Business Address

The business address of the members of the Board of Directors, the President and CEO of Outokumpu and the Leadership Team is c/o Outokumpu Oyj, Riihitontuntie 7, FI-02200 Espoo, Finland.

Absence of Conflicts of Interest

Except for their legal and/or beneficial interest in the shares of the Company, there are no (i) potential conflicts of interest between any duties to Outokumpu of any member of the Board of Directors or the Leadership Team and their private interests and/or other duties; (ii) arrangements or understandings with major shareholders, members, suppliers or others pursuant to which any member of the Board of Directors or the Leadership Team was elected; or (iii) restrictions agreed by any member of the Board of Directors on the disposal of their holdings in Outokumpu's securities within a certain time.

The members of the Board of Directors of the Guarantors may be in the employment of other members of the Group.

Auditors

The consolidated financial statements of the Company for the financial years ended December 31, 2013 and December 31, 2012 incorporated in this Prospectus by reference have been audited by KPMG Oy Ab under the supervision of principal auditor Virpi Halonen, Authorised Public Accountant. The auditor during the financial year 2014 is KPMG Oy Ab under the supervision of principal auditor Virpi Halonen, Authorised Public Accountant. The business address of the principal auditor and KPMG Oy Ab is PL 1037, 00100 Helsinki, Finland.

SHARE CAPITAL AND OWNERSHIP STRUCTURE

As at the date of this Prospectus, the Issuer has issued a total of [416,374,448] shares and has a registered share capital of EUR [311,131,873.30], which is fully paid. According to Article 3 of the Issuer's articles of association, at the General Meeting of Shareholders, each share carries one (1) vote. The Issuer's shares belong to the book-entry system and they are subject to public trading on the Large Cap list of the Helsinki Stock Exchange. The trading code of the shares is OUT1V.

As at [August 1, 2014], altogether [67,197] shareholders held shares in the Issuer, of which the 25 largest shareholders are listed below with their respective ownership participation percentage and number of shares owned. As at the date of this Prospectus, the Issuer holds [975,888] treasury shares.

Shareholder	No. of shares	Shares %
Solidium Oy	124,269,264	29.85
Varma Mutual Pension Insurance Company	18,316,567	4.40
Ac Invest Four B.v.	12,503,997	3.00
The Social Insurance Institution of Finland	9,298,652	2.23
Keskinäinen Eläkevakuutusyhtiö Etera	4,780,449	1.15
Ilmarinen Mutual Pension Insurance	4,630,673	1.11
Sijoitusrahasto Nordea Fennia	2,700,000	0.65
Op-Delta -Sijoitusrahasto	2,321,875	0.56
Op-Focus -Erikoissijoitusrahasto	1,765,020	0.42
Keva	1,718,452	0.41
State Pension Fund	1,527,967	0.37
Säästöpankki Kotimaa -Sijoitusrahasto	1,338,293	0.32
OP-Suomi Pienyhtiöt	1,327,672	0.32
Op-Suomi Arvo	1,164,021	0.28
Sijoitusrahasto Nordea Pro Suomi	1,000,000	0.24
Keskinäinen Henkivakuutusyhtiö Suomi	1,000,000	0.24
Evli Suomi Pienyhtiöt Sijoitusrahasto	970,000	0.23
Sijoitusrahasto Taaleritehdas ArvoMarkka Osake	880,000	0.21
Pohjoismaat Plus	868,695	0.21
Sr Danske Invest Suomi Yhteisöosake	861,789	0.21
Eestilä Matti Juha	800,000	0.19
Seb Finlandia Sijoitusrahasto	584,534	0.14
Op-Henkivakuutus Oy	534,318	0.13
Säästöpankki Korko Plus -Sijoitusrahasto	527,066	0.13
Sijoitusrahasto Nordea Suomi Small Cap	500,799	0.12

To the extent known to the Issuer, the Issuer is not directly or indirectly owned or controlled by any person for the purposes of Chapter 2, Section 4 of the Finnish Securities Market Act, and the Issuer is not aware of any arrangement the operation of which may result in a change of control of the Issuer.

TAXATION

The following is a general description addressing only the Finnish withholding tax treatment of income arising from the Notes. This summary is based on the laws and regulations in full force and effect in Finland as at the date of this Prospectus, which may be subject to change in the future, potentially with retroactive effect. Investors should be aware that the comments below are of a general nature and do not constitute legal or tax advice and should not be understood as such. The comments below relate only to the position of persons who are the absolute beneficial owners of the Notes. Prospective investors are therefore advised to consult their own qualified advisors so as to determine, in the light of their individual situation, the tax consequences of the acquisition, holding, redemption, sale or other disposition of the Notes.

Non-resident holders of Notes

Payments made by or on behalf of the Issuer to persons not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland may be made without withholding or deduction for, or on account of, any present taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein.

Resident holders of the Notes

Corporates

Payments made by or on behalf of the Issuer to corporates resident in Finland for tax purposes may be made without withholding or deduction for, or on account of, any present taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein.

Individuals and estates

Payments made under the Notes should not be subject to withholding according to the Act on Withholding on Interest Income (Laki korkotulon lähdeverosta 1341/1990, as amended). Payments of interest or interest compensation (secondary market compensation, in Finnish “jälkimarkkinahyvitys”) made to individuals or estates are generally subject to advance withholding of income tax according to the Prepayment Act (Ennakkoperintälaki 1118/1996, as amended). The withholding liability should primarily lie with a possible paying agent or other intermediary (such as a financial institution) effecting the payment to the Noteholder, if the paying agent or intermediary is resident in Finland for tax purposes or the payment is made through a Finnish permanent establishment of a non-resident paying agent or intermediary.

Transfer taxation

A transfer of the Notes is not subject to Finnish transfer taxation.

ARRANGEMENTS WITH THE LEAD MANAGERS

Nordea Bank Finland Plc and Pohjola Bank plc are acting as coordinators of the Offering. Nordea Bank Finland Plc, Pohjola Bank plc, Danske Bank A/S, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) are acting as Lead Managers of the Offering. The Company has entered into agreements with the Lead Managers with respect to certain services to be provided by the Lead Managers in connection with the Offering.

The Lead Managers and companies belonging to the same consolidated groups with the Lead Managers may have performed and may in the future perform investment or other banking services for the Company in the ordinary course of business. The proceeds of the Offering received by Outokumpu may be used for refinancing existing financial indebtedness, including financing provided by the Lead Managers or companies belonging to the same consolidated groups with the Lead Managers. Mainly however the proceeds are intended to be used for the redemption of the 2015 Notes (at their maturity and/or prematurely) [and only in a limited amount (if any) for the refinancing of indebtedness owed to the Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers]. The Lead Managers and/or companies belonging to the same consolidated groups with the Lead Managers are lenders under the EUR 500,000,000 liquidity facility which is at the date of this Prospectus undrawn and which [will be/has been] cancelled by an amount equal to the net proceeds of the Offering. The Lead Managers and their respective affiliates may hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Issuer, including the 2015 Notes.

LEGAL MATTERS

Certain legal matters in connection with the Offering have been passed upon for Outokumpu by Roschier, Attorneys Ltd. Certain legal matters in connection with the Offering have been passed upon for the Lead Managers by Attorneys at law Borenium Ltd.

INFORMATION INCORPORATED BY REFERENCE

The Company's financial results for the financial years ended December 31, 2013 and December 31, 2012 and for the six months ended June 30, 2014 are incorporated in and form part of the Prospectus by reference. The referenced documents are available for inspection at the offices of the Company at Riihitontuntie 7, FI-02200 Espoo, Finland, as well as on the Company's website at, www.outokumpu.com/investors.

Document	Information by reference
Annual Report 2013, pages 32-102	Financial Statements for the year 2013
Annual Report 2013, page 30	Auditor's Report for the year 2013
Annual Report 2013, pages 16-29	Review by the Board of Directors
Annual Report 2013, pages 103-111	Key financial figures of the Group
Financial Report 2012, pages 27-117	Financial Statements for the year 2012
Financial Report 2012, pages 25-26	Auditor's Report for the year 2012
Financial Report 2012, pages 3-24	Review by the Board of Directors for 2012
Financial Report 2012, pages 118-128	Key financial figures of the Group
Interim Report Q2	Interim report Q2 2014

DOCUMENTS ON DISPLAY AND AVAILABLE INFORMATION

In addition to the documents incorporated by reference, (i) the Company's Finnish language articles of association and extract from the Finnish Trade Register, (ii) the English language Agency Agreement, (iii) the English language Intercreditor Agreement, and (iv) the English language Transaction Security Documents (each as defined in the Terms and Conditions of the Notes), may be inspected at the head office of the Company, Outokumpu Oyj, Riihitontuntie 7, FI-02200 Espoo, Finland on weekdays from 9:00 am to 4:00 pm Finnish time. In order to ensure best possible service, persons wishing to examine the documents referred to in this section are kindly requested to notify the Company of their visit in advance by telephone (+358 9 4211).

The Company will publish annual reports, including audited consolidated financial statements, quarterly interim financial information and other information as required by the Finnish Securities Market Act and the rules of the Helsinki Stock Exchange. Such information will be available on the Company's website at www.outokumpu.com.

CERTAIN DEFINED TERMS

Unless otherwise defined or the context requires otherwise, in this Prospectus:

“**Acerinox**” means Acerinox, S.A.

“**Amended Facilities**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

“**AOD**” has the meaning given in section “*Industry and Market Overview - Stainless Steel Production Process-Melting*”.

“**APAC**” means Asia Pacific.

“**Aperam**” means Aperam S.A.

“**AST**” means Acciai Speciali Terni S.p.A.

“**BAFA**” means Bundesamt für Wirtschaft und Ausfuhrkontrolle.

“**Baosteel**” means Baosteel Co., Ltd.

“**Boliden**” means Boliden AB.

“**Business Combination Agreement**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Inoxum Acquisition – Overview*”.

“**Calvert HRA**” has the meaning given in section “*Business Overview - Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Calvert- Hot Rolling Agreement*”.

“**Calvert MoU**” has the meaning given in section “*Business Overview - Agreements Outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Calvert- Memorandum of Understanding and Service Agreements*”.

“**CEP**” means the European Climate and Energy Package.

“**Company**” has the meaning given in section “*Certain Information*”.

“**Divestment**” means the sale of the Terni Remedy Assets and the VDM Business to ThyssenKrupp.

“**EEA**” means the European Economic Area.

“**EMEA**” refers to Europe, Middle East and Africa.

“**Energy Efficiency Directive**” means Directive 2012/27/EU of the European Parliament and of the Council of October 25, 2012 on energy efficiency.

“**ETS**” means the EU Emissions Trading Scheme.

“**Fennovoima**” means Fennovoima Oy.

“**Finnish Securities Market Act**” means the Finnish Securities Market Act (14.12.2012/746), as amended.

“**Framework Agreement**” has the meaning given in section “*Information about the Issuer - Investments, Divestments and Other Recent Events - Inoxum Acquisition and the Divestment of the Terni Remedy Assets and the VDM Business*”.

“**Group**” has the meaning given in section “*Certain Information*”.

“**Guarantees**” means any guarantees to the extent included in, or granted by Outokumpu pursuant to, the Intercreditor Agreement for the benefit of Secured Parties, including on the date of this Prospectus such guarantees by entities listed as guarantors in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement – The Guarantees and the Transaction Security*”.

“**Guarantors**” means the Issuer and its subsidiaries that are party to the Intercreditor in their capacity as guarantor, being on the date of this Prospectus entities listed as guarantors in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement – The Guarantees and the Transaction Security*”.

“**HBR Agreement**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld - Hereditary Building Right*”.

“**Helsinki Stock Exchange**” means the Official List of NASDAQ OMX Helsinki Ltd.

“**IMI**” means IMI Plc together with IMI Kynoch Ltd.

“**Inoxum**” means Inoxum GmbH and ThyssenKrupp Nirosta GmbH and the subsidiaries of these two companies, except where the context may otherwise require.

“**Inoxum Acquisition**” has the meaning given in section “*Information about the Issuer – Investments, Divestments and Other Recent Events – Inoxum Acquisition and the Divestment of the Terni Remedy Assets and the VDM Business*”.

“**Inoxum Acquisition Completion Date**” has the meaning given in section “*Risk Factors - Risks Relating to Outokumpu and the Stainless Steel Industry - Outokumpu’s operations are subject to various environmental laws, regulations and licenses and a failure to comply with these laws and regulations could result in unexpected costs and other liabilities*”.

“**Inoxum Separation**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp*”.

“**Intercreditor Agreement**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Intercreditor Agreement*”.

“**Interface Framework Agreement**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp*”.

“**IV**” means ThyssenKrupp Immobilien Verwaltungs GmbH & Co. KG Stahl.

“**Issuer**” means Outokumpu Oyj.

“**Krefeld HBR**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld- Hereditary Building Right*”.

“**Krefeld Offer**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld- Real Estate Framework Agreement*”.

“**Krefeld Office Lease Agreement**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld - Office Lease*”.

“**Krefeld Real Estate Framework Agreement**” has the meaning given in section “*Business Overview- Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld- Real Estate Framework Agreement*”.

“**Landowners**” has the meaning given in section “*Business Overview - Agreements outside the Ordinary Course of Business - Operational Agreements with ThyssenKrupp - Krefeld - Real Estate Framework Agreement*”.

“**Lead Managers**” has the meaning given in section “*Certain Information*”.

“**Liquidity Facility**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

“**Loan Note**” means a loan note agreement that was part of the consideration for the Inoxum Acquisition and was transferred to Outokumpu on February 28, 2014 as consideration for the Terni Remedy Assets and the VDM Business;

“**NAFTA**” refers to the North American Free Trade Agreement countries, comprising the United States, Canada and Mexico.

“**NRV**” means net realizable value – meaning given in section “*Risk Factors - Risks Relating to Outokumpu and the Stainless Steel Industry - Protracted low stainless steel prices and price volatility have had and could continue to have a material adverse effect on Outokumpu’s business, financial condition and results of operations*”.

“**Order**” has the meaning given in section “*Notice to Prospective Investors in the United Kingdom*”.

“**OSTPJV**” has the meaning given in section “*Information about the Issuer – History*”.

“**Outokumpu**” has the meaning given in section “*Certain Information*”.

“**Prospectus Directive**” means Directive 2003/71/EC of the European Parliament and of the Council and the amendments thereto.

“**Reference Period**” has the meaning given in section “*Risk Factors – Risks Relating to Outokumpu and the Stainless Steel Industry - Volatility in the supply and prices of, or Outokumpu’s inability to procure, raw materials and supplies could have a material adverse effect on Outokumpu’s business, financial condition and results of operations*”.

“**Relevant Member State**” has the meaning given in section “*Notice to Investors in the European Economic Area (other than Finland)*”.

“**Revolving Facility**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

“**Secured Creditors**” means the creditors of Outokumpu benefiting from the Transaction Security and the Guarantees in accordance with the Intercreditor Agreement and that are directly or indirectly parties to the Intercreditor Agreement.

“**Secured Liabilities**” means the liabilities of Outokumpu towards the Secured Creditors secured by the Transaction Security and the Guarantees, including on the date of this Prospectus liabilities in respect of the credit facilities listed in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Security Agent**” means The Law Debenture Trust Corporation Plc. or such other entity as is appointed pursuant to the Intercreditor Agreement to act as Security Agent and any successor, transferee, replacement or assignee thereof, which has become the Security Agent and acceded to the Intercreditor Agreement in accordance with the Intercreditor Agreement.

“**Security Documents**” means documents governing the Transaction Security.

“**Seveso II Directive**” has the meaning given in section “*Business Overview - Environmental Matters- Handling and Storage of Hazardous Substances*”.

“**SKS**” means Shanghai Krupp Stainless Co., Ltd.

“**SKS JVA**” has the meaning given in section “*Agreements outside the Ordinary Course of Business - SKS Joint Venture Agreement*”.

“**SPS**” means Shanghai Pudong Iron & Steel Co., Ltd.

“**Tisco**” means Taiyuan Iron and Steel Company.

“**Transaction Security**” means the security interests created or evidenced or expressed to be created or evidenced under or pursuant to the security documents entered into or to be entered into by Outokumpu and certain of its subsidiaries from time to time and created in favor of the Security Agent as agent for all the secured parties under the Intercreditor Agreement in respect of the secured liabilities defined therein (including the liabilities under the Notes), including on the date of this Prospectus the security interests listed in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement – The Guarantees and the Transaction Security*”.

“**Terni Remedy Assets**” has the meaning given in section “*Information about the Issuer – Investments, Divestments and Other Recent Events – Inoxum Acquisition and the Divestment of the Terni Remedy Assets and the VDM Business*”.

“**ThyssenKrupp**” means ThyssenKrupp AG.

“**Turnaround Plan**” has the meaning given in section “*Risk Factors - Risks Relating to Outokumpu and the Stainless Steel Industry - Failure to successfully implement the Turnaround Plan could result in an event of default under Outokumpu’s financing arrangements and, ultimately, the insolvency or liquidation of Outokumpu*”.

“**Tubinoxia**” means Tubinoxia S.r.l.

“**TVO**” means Teollisuuden Voima Oyj.

“**UG2**” means a by-product of the platinum production process used in South Africa that has a chromium content comparable to chromium ore and can be used to produce ferrochrome to a limited degree.

“**VDM**” means Outokumpu VDM GmbH.

“**VDM Business**” has the meaning given in section “*Information about the Issuer – Investments, Divestments and Other Recent Events – Inoxum Acquisition and the Divestment of the Terni Remedy Assets and the VDM Business*”.

“**1998 Finding**” has the meaning given in section “*Business Overview - Legal Proceedings - Cartel Fine Imposed by the European Commission*”.

“**2006 Decision**” has the meaning given in section “*Business Overview - Legal Proceedings - Cartel Fine Imposed by the European Commission*”.

“**2015 Notes**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

“**2016 Notes**” has the meaning given in section “*Additional Information on the Guarantees, Transaction Security and Intercreditor Agreement - Other Secured Liabilities*”.

THE COMPANY

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