



ArcelorMittal

# GENERAL CONDITIONS FOR INDUSTRIAL SERVICES PURCHASES

1.	CONTRACTUAL DEFINITIONS	2
2.	APPLICATION AND ACCEPTANCE OF THE GENERAL CONDITIONS AND CONTRACTS	5
3.	SCOPE OF EACH CONTRACT	5
4.	CONTRACTOR'S EXPERTISE AND OBLIGATION OF INFORMATION OF THE PARTIES	5
5.	PRICE	6
6.	PAYMENT TERMS AND CONDITIONS	7
7.	SUSTAINABLE DEVELOPMENT: HEALTH AND SAFETY, ENVIRONMENT, LABO(U)R AND TAX	7
8.	CONSORTIUM, SIMILAR ASSOCIATION	10
9.	SUBCONTRACTING	11
10.	DOCUMENTATION	12
11.	FOLLOW-UP, INSPECTION	12
12.	IMPLEMENTATION CONDITIONS ON SITE	13
13.	TIME SCHEDULE - SUSPENSION OF THE PERFORMANCE OF A CONTRACT	15
14.	FORCE MAJEURE	15
15.	CONTRACTOR'S COMMITMENTS AND RESULTS OBLIGATION	16
16.	LIABILITY	16
17.	INSURANCE	17
18.	FAILURE OF THE CONTRACTOR	19
19.	CONFIDENTIALITY	20
20.	INTELLECTUAL PROPERTY	21
21.	SOFTWARE	23
22.	MODIFICATION OF A CONTRACT – AMENDMENTS	25
23.	TERMINATION	25
24.	OFFSET	26
25.	ASSIGNMENT	26
26.	SEVERABILITY	27
27.	APPLICABLE LANGUAGE	27
28.	NOTICES	27
29.	APPLICABLE LAW	27
30.	LITIGATIONS - JURISDICTION	28
31.	COMPLIANCE WITH LAWS AND ARCELORMITTAL POLICIES	28

## **1. CONTRACTUAL DEFINITIONS**

The following words, when employed in capital letters in the present GENERAL CONDITIONS or in any CONTRACT to be entered into between the BUYER and the CONTRACTOR, shall have the meaning defined thereafter:

### **1.1. BUYER**

Shall mean (i) any company in which ARCELORMITTAL SA, a public company with limited liability, incorporated under the laws of Luxembourg, registered with the Luxembourg Register of Trade and Companies under number B 82454 and having its registered office at 24-26, Boulevard d'Avranches, L-1160 Luxembourg, Grand Duchy of Luxembourg holds directly or indirectly at least 50% of the share capital having ordinary voting power or the right to elect a majority of the board of directors or any equivalent corporate body, including its successors in title, assigns or transferees, as the case may be, or (ii) any other company as specified in the concerned CONTRACT.

### **1.2. ARCELOR MITTAL PURCHASING**

Shall mean the company which has been given proxy by the BUYER to negotiate and enter in its name and on its behalf, into any purchase agreements, related to, among others, global purchases, services, investments, products, raw materials.

### **1.3. CONFIDENTIAL INFORMATION**

Shall mean all information, data, technology, know-how, trade secrets, formulas, processes, studies, reports, results, patents applications (for their confidentiality period of eighteen (18) months as from their respective filing date), designs, sketches, photographs, plans, drawings, samples, business or financial reports, status of customers, prices lists, instructions and other information element, relating directly or indirectly to the scope of the GENERAL CONDITIONS and of one or several CONTRACTS and disclosed by either PARTY to the other.

### **1.4. CONTRACT(S)**

Shall mean any contract and order for the purchase of SERVICES, including all its appendices and further addenda, to be entered into between the BUYER and the CONTRACTOR and referring to the GENERAL CONDITIONS.

### **1.5. CONTRACTOR**

Shall mean any company which enters or has entered into a CONTRACT with the BUYER.

### **1.6. CONTRACTOR'S OFFER**

Shall mean the technical and commercial detailed description made by the CONTRACTOR, among others, of the SERVICES to be performed to the BUYER. Technical means disclosed to the BUYER shall in no way limit the RESULT OBLIGATION of the CONTRACTOR under the concerned CONTRACT, which shall be fulfilled if necessary and appropriate with additional means at the CONTRACTOR's cost and risk and at its sole decision.

Whenever WORKS and EQUIPMENT are necessary to perform the SERVICES, the CONTRACTOR shall include in its offer a description of such WORKS and EQUIPMENT.

### **1.7. CONTRACTUAL DOCUMENTS**

Shall mean the documents to be applied to and complied with in the frame of each CONTRACT including the CONTRACT, the GENERAL CONDITIONS, TECHNICAL SPECIFICATIONS and any additional document as agreed between the PARTIES.

**1.8. DAYS**

Shall mean calendar days.

**1.9. DELIVERABLES**

Shall mean all documents, notices, information, in an electronic or paper form, as required by the CONTRACT, formalizing results as well as the progress and the status of the implementation of the SERVICES to be provided to the BUYER pursuant to the time schedule forecast in the CONTRACT.

**1.10. DEVELOPMENTS**

Shall mean any and all inventions, data, improvements, work, know-how or any other information or development whether patented or not, patentable or not, or all elements of the DOCUMENTATION conceived, reduced to practice, modified, developed or discovered by either PARTY in the course of the preparation or performance of any CONTRACT, and notably those relating to the SERVICES, WORKS and EQUIPMENT, or included in the DELIVERABLES.

**1.11. DOCUMENTATION**

Shall mean all information that the CONTRACTOR has to hand over and deliver to the BUYER under the LAWS, the compulsory legal requirements applicable to the SITE or the concerned CONTRACT with regard to the SERVICES, the WORKS and EQUIPMENT, if related to the SERVICES or as specified in the concerned CONTRACT, or both (including in particular DEVELOPMENTS, SPECIFIC SOFTWARE, STANDARD SOFTWARE, CONTRACTOR'S SOFTWARE), which may include among other things all plans and documentation related to safety and environmental protection, spare parts, engineering, training, exploitation, operation, inspection, maintenance and repair of the WORKS and EQUIPMENT, studies, drawings, diagrams, plans, notices, technical documents, safety certificates and calculation notes related to the WORKS and EQUIPMENT, as well as the exhaustive lists of spare parts of the WORKS and EQUIPMENT, as well as all documentation about implementation and progress of the SERVICES, including all DELIVERABLES.

**1.12. GENERAL CONDITIONS**

Shall mean the present General Conditions for Services Purchases.

**1.13. INTELLECTUAL PROPERTY RIGHTS**

Shall mean any and all patents, utility models, design rights, author's rights or copyright (including any rights in computer software and program), database rights or topography rights (whether or not any of these are registered and including applications for registrations of any such thing) and any rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world.

**1.14. LAWS**

Shall mean (i) all laws, decrees, rules and regulations (including European Union regulations) (ii) all applicable standards, applicable to a CONTRACT throughout its duration.

**1.15. THE PARTY OR THE PARTIES**

Shall mean, as the case may be, in the GENERAL CONDITIONS or in any CONTRACT either the BUYER or the CONTRACTOR when referred to individually, or the BUYER and the CONTRACTOR when referred to collectively.

#### **1.16. RESULT OBLIGATION**

Shall mean the obligation for the CONTRACTOR to achieve the results and provide the BUYER with the DELIVERABLES as specified in the TECHNICAL SPECIFICATIONS, in the CONTRACT or in the CONTRACTUAL DOCUMENTS as well as results that the BUYER is reasonably entitled to expect with regard to the performance of the CONTRACT and the SERVICES.

#### **1.17. SERVICES**

Shall mean all provisions, obligations, duties to be performed by the CONTRACTOR as specified in the CONTRACTUAL DOCUMENTS, especially in the TECHNICAL SPECIFICATIONS in relation thereto, such as, among others, industrial maintenance, facility management and industrial operations, including the DOCUMENTATION, notably the DELIVERABLES, as well as all accessory services and WORKS and EQUIPMENT necessary or appropriate to perform the SERVICES or complementary.

#### **1.18. SITE**

Shall mean the place or plant where the SERVICES have to be performed by the CONTRACTOR. The location of the SITE is precisely defined in the concerned CONTRACT.

#### **1.19. SOFTWARE**

##### **1.19.1. CONTRACTOR'S SOFTWARE**

Shall mean any software, program and data-base, owned by the CONTRACTOR at the signature date of the concerned CONTRACT or developed or modified afterwards by the CONTRACTOR - alone and without any use of the BUYER's CONFIDENTIAL INFORMATION - for the performance of any CONTRACT and necessary or used for operating, monitoring, maintaining the WORKS and EQUIPMENT, if any, as well as all operations relating to the SERVICES, or any part of them.

##### **1.19.2. STANDARD SOFTWARE**

Shall mean any software, program and data-base owned by a third party at the signature date of the CONTRACT and necessary or used for operating, monitoring, maintaining the WORKS and EQUIPMENT, or any part of them, as well as all operations relating to the SERVICES and to the WORKS and EQUIPMENT, if any that are necessary for the performance of the SERVICES, or any part of them.

#### **1.20. TECHNICAL SPECIFICATIONS**

Shall mean the technical requirements as well as the results and DELIVERABLES expected by the BUYER concerning the SERVICES ordered or to be ordered by the BUYER.

#### **1.21. WORKS AND EQUIPMENT**

Shall mean the industrial equipment and related spare parts built by the CONTRACTOR, when necessary, to perform the SERVICES, in relation to a CONTRACT. The WORKS and EQUIPMENT expressly include:

- supplies and works to be provided by the CONTRACTOR in relation to the concerned CONTRACT;
- all implementation, erecting and assembling works to be carried out by the CONTRACTOR ; and
- all DEVELOPMENTS, CONTRACTOR'S SOFTWARE, STANDARD SOFTWARE related thereto, as well as any documents and other elements constituting the DOCUMENTATION of the WORKS and EQUIPMENT, casting, patterns, moulds, spare parts and special tools that are conceived or manufactured for or in relation to the implementation of the CONTRACT by the CONTRACTOR.

## **2. APPLICATION AND ACCEPTANCE OF THE GENERAL CONDITIONS AND CONTRACTS**

### **2.1. APPLICATION OF THE GENERAL CONDITIONS**

The present GENERAL CONDITIONS shall apply to all CONTRACTS related to the purchase of any SERVICES and entered into by and between the BUYER and the CONTRACTOR.

### **2.2. CONCLUSION OF CONTRACTS**

Special provisions to be applied in addition to the GENERAL CONDITIONS to each order issued by the BUYER shall be defined in a CONTRACT signed by both PARTIES.

### **2.3. PREVAILING CONTRACTUAL DOCUMENTS**

The GENERAL CONDITIONS and each CONTRACT shall prevail over all general conditions of the CONTRACTOR. The acceptance of the GENERAL CONDITIONS by the CONTRACTOR is of paramount consideration for the BUYER for entering into any CONTRACT, because the GENERAL CONDITIONS are considered as an integral part of each CONTRACT.

The particular provisions stipulated in any CONTRACT entered into by and between the BUYER and the CONTRACTOR and which could contradict the GENERAL CONDITIONS shall prevail over the corresponding provisions of the GENERAL CONDITIONS. However, the GENERAL CONDITIONS shall prevail over the contradicting terms and conditions included by the CONTRACTOR in the CONTRACTOR's OFFER.

### **2.4. CONTRACT CONCLUDED THROUGH AN ORDER SENT BY THE BUYER TO THE CONTRACTOR**

If the BUYER sends an order to the CONTRACTOR, the CONTRACTOR shall return its acknowledgement of receipt within five (5) DAYS as from the date of receipt of such order. Failing to do so, this order shall be deemed to be accepted as a whole by the CONTRACTOR.

## **3. SCOPE OF EACH CONTRACT**

Each CONTRACT will define precisely, and notably:

- The scope of the SERVICES to be performed by the CONTRACTOR as well as the results to be achieved in connection therewith, the DELIVERABLES and the time schedule for their delivery;
- The price of the SERVICES to be paid by the BUYER;
- The concerned SITE; and

Any other matter to be defined between the PARTIES.

## **4. CONTRACTOR'S EXPERTISE AND OBLIGATION OF INFORMATION OF THE PARTIES**

### **4.1. CONTRACTOR'S DUTY OF INFORMATION**

The CONTRACTOR recognizes being a specialist regarding the SERVICES entrusted to it by the BUYER. As a specialist, the CONTRACTOR has a duty of advice, information and proposal at every stage of the negotiation and performance of any CONTRACT. This duty of information and advice shall at least take into account the up-to-date state of technology and improvement known before and during the implementation of said CONTRACT or reasonably foreseeable at that time.

The CONTRACTOR further acknowledges to have examined thoroughly, and to examine throughout the performance of the CONTRACT, the adequacy of the technical requirements of the concerned CONTRACT to the needs expressed by the BUYER to the CONTRACTOR.

The CONTRACTOR shall also notify in writing without any delay to the BUYER any event or circumstance which could affect or impair in any way the performance of the SERVICES. Every

notification to the BUYER shall contain all necessary and appropriate information, it being specified that an absence of reaction of the BUYER with regard to such a notification shall not be considered as any acceptance thereof.

The CONTRACTOR shall inform its employees (whichever shall be the type and duration of their contract of employment), representatives, agents and subcontractors of the relevant provisions of the GENERAL CONDITIONS as well as those of the concerned CONTRACT, and especially those related to health, safety and the environment. The CONTRACTOR shall pass on its subcontractors all relevant obligations of the GENERAL CONDITIONS and the concerned CONTRACT and shall verify specifically the qualifications and accreditation of its employees, agents, representatives and subcontractors.

#### **4.2. THE BUYER'S DUTY OF INFORMATION**

The BUYER shall inform the CONTRACTOR of any relevant information required for the performance of the SERVICES and in particular, all information related to the SITE, to health, safety and the environment.

The BUYER shall also inform the CONTRACTOR of any events related to the SITE which could affect substantially on the performance of the SERVICES.

#### **4.3. THE BUYER'S DOCUMENTATION**

Any and all documentation given by the BUYER to the CONTRACTOR is for information purpose only. The BUYER shall compile such documentation with due care but shall not be liable for any mistake, omission or incomplete or inaccurate information, it may contain.

As a specialist, the CONTRACTOR shall check all information contained in such documentation (such as for example dimensions, weight, load, material, drawings, plans, technical environment, soft and hardware, compulsory legal requirements applicable to the SERVICES).

If any part of the documentation delivered by the BUYER within the frame of a CONTRACT has been expressly certified by the BUYER in the said CONTRACT, the BUYER shall be liable for the consequences of any inaccuracy, incompleteness, mistake, error or omission, in the said part of the documentation which has been expressly certified by the BUYER, provided that the CONTRACTOR was not aware or should not have been reasonably aware thereof before the performance of the said CONTRACT.

In any case, the CONTRACTOR shall inform the BUYER immediately of every noted inaccuracy, mistake, error or omission relating to the content of the documentation delivered by the BUYER and shall propose suitable corrections in relation therewith.

### **5. PRICE**

#### **5.1. CONTRACTUAL PRICE**

The price of the SERVICES ordered by the BUYER to the CONTRACTOR is specified in each CONTRACT. Except otherwise expressly stipulated in a CONTRACT, the price of the SERVICES is fixed and is not subject to any revision.

#### **5.2. SCOPE OF THE CONTRACTUAL PRICE**

The contractual price agreed upon in each CONTRACT includes all taxes (except VAT), contributions and expenses of all kinds.

Such price also includes the performance of the SERVICES as well as (i) all supplies, means, services, CONTRACTOR's employees, subcontractors, and among others the tools and equipment necessary or appropriate for the implementation of the concerned CONTRACT, (ii) all works studies, (iii) the CONTRACTOR's insurance costs, (iv) the delivery of all DOCUMENTATION and notably the DELIVERABLES as well as all matching accessories and devices, (v) all training costs (vi) all other



matters linked to the performance of the SERVICES on SITE in compliance with the concerned CONTRACT, and the price of the license or transfer, of INTELLECTUAL PROPERTY RIGHTS as established in the present GENERAL CONDITIONS or in any CONTRACT.

## **6. PAYMENT TERMS AND CONDITIONS**

### **6.1. PAYMENT TERMS**

Invoices shall be paid by the BUYER, according to the applicable law and by the deadline stated in the Order.

In any case, the BUYER shall be expressly entitled to set off against all sums remaining due by the BUYER to the CONTRACTOR under any CONTRACT (i) any sum the BUYER has paid to any third party (and in particular to any CONTRACTOR's subcontractor) in relation to the CONTRACT according to mandatory laws, preliminary injunctions, national court or arbitration decisions and (ii) any penalty or damages owed by the CONTRACTOR to the BUYER.

No payment shall be due by the BUYER as long as the CONTRACTOR has not remedied its breach(es) resulting in the non-performance of any part of the SERVICES.

### **6.2. EVENTS CONDITIONING THE PAYMENTS**

The PARTIES may agree in any CONTRACT on specific contractual event(s), such as DELIVERABLES delivery, conditioning payment. In such case, no payment shall be due by the BUYER before the BUYER's quantitative and qualitative acceptance of the corresponding contractual event or of the corresponding results or performances as specified in the concerned CONTRACT.

## **7. SUSTAINABLE DEVELOPMENT: HEALTH AND SAFETY, ENVIRONMENT, LABO(U)R AND TAX**

Within the framework of sustainable development, the BUYER is strongly committed in terms of safety, health, social dialogue and environment.

The CONTRACTOR shall provide the BUYER with SERVICES which wholly meet the safety, health, social and environmental rules specified by LAWS, international treaties, all local regulations provided by the Buyer and the Site and the ArcelorMittal Guidelines, among which the General Health and Safety instructions for Contractors to be found on:

<http://corporate.arcelormittal.com/~media/Files/A/ArcelorMittal/corporate-responsibility/healthandsafetypolicy-140207.pdf>

The CONTRACTOR hereby confirms that he has read, understood and has accepted the local regulations before entering into any CONTRACT with the BUYER.

Furthermore, during the whole implementation of any CONTRACT on SITE, the CONTRACTOR shall comply and have its subcontractors fully comply with all such regulations and particularly with those applicable under LAWS and the GENERAL CONDITIONS and internal rules especially applicable on SITE. Moreover the principles stated in the United Nations Global Compact Treaty being of paramount importance for the BUYER, the CONTRACTOR is invited to take all necessary steps in order to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>).

The CONTRACTOR shall expressly and forthwith inform the BUYER throughout the performance of the concerned CONTRACT of any circumstance or requirement, concerning safety, health and environment and related to the SERVICES. The CONTRACTOR shall also seek information from the BUYER with regard to all special features (configuration, activities, transportation, traffic ...) of the SITE. All documents in connection thereto shall be communicated by the BUYER to the CONTRACTOR without undue delay upon CONTRACTOR's request. The said information shall in no way affect the CONTRACTOR's liability.

The CONTRACTOR shall therefore wholly accept liability with respect to any adverse effect arising from its action, omission or negligence with respect to safety, health and the environment and do so towards the

BUYER, the SITE as well as any third party. If, as a consequence of the above, the BUYER applies its right to cancel or terminate the concerned CONTRACT, this shall occur with exclusive tort to the CONTRACTOR.

## 7.1. **SAFETY**

Safety at work, in particular safety of the BUYER'S personnel and those of its suppliers, contractors, and visitors, is a mandatory priority for the BUYER, and as a fundamental value, no priority may override safety. As a consequence, the BUYER will not appeal to companies failing to reach high safety requirements and not fully complying with safety rules.

The CONTRACTOR fully endorses these policies and adopts them as its own, in so far as they relate to the performance of its obligations under any CONTRACT.

### 7.1.1. **STAFF**

The CONTRACTOR shall employ skilled staff and is responsible for providing any means it judges necessary or appropriate to perform the SERVICES.

The CONTRACTOR shall be held liable for itself as well as for its subcontractors for all controls attesting the due fulfilment of its obligations and undertakings as stated in the concerned CONTRACT.

The CONTRACTOR's staff shall duly conform to the BUYER's safety rules as notified by the BUYER and the SITE, including those related to protective clothing and safety equipment. In this respect the BUYER may require immediate replacement and not allow entrance to anyone of CONTRACTOR's staff and subcontractors' staff, who act(s) in a careless or disrespectful manner or in breach of any applicable regulations, internal rules and any further safety directions given by the SITE.

The CONTRACTOR shall in any case before and throughout the performance of any CONTRACT provide its employees, agents, representatives and subcontractors with all relevant information concerning the SITE as well as all risks and constraints relating thereto.

The CONTRACTOR further undertakes to (i) duly and immediately inform the concerned SITE's representatives of any accident, personal injury, accidental contamination or pollution occurred on or nearby the SITE, as well as of any hazardous product noted or discovered during the implementation of the concerned CONTRACT, especially in relation to the WORKS and EQUIPMENT, and (ii) take all appropriate measures and actions to mitigate the consequences arising or which may arise there from.

The CONTRACTOR undertakes to comply with all provisions contained in labo(u)r, safety and health LAWS regarding its staff, to execute or cause to be executed as the case may be all forms and other documents it has or may have to fulfil with regard to taxes, salaries, social contributions and insurance, and to pay or to have instructed payment of all duties and taxes, salaries, social contributions, penalties at its charge, or to cover these with specific guarantees (in particular payment guarantees) accepted by the BUYER.

### 7.1.2. **PREVENTION AND SECURITY PLAN**

The SERVICES on SITE shall only begin after the making out of a prevention and safety plan by the BUYER, the CONTRACTOR, its staff, and any subcontractor or third party involved in accordance with the LAWS. The BUYER shall provide the CONTRACTOR access to the SITE at any reasonable time as from the agreed starting date of the CONTRACTOR's activity on SITE, provided that (i) the CONTRACTOR has previously obtained from the BUYER all required authorizations of works (in particular in relation to safety matters) according to the regulations of each concerned SITE and that (ii) all CONTRACTOR's staff (including its subcontractors' staff) intervening on SITE has prior successfully attended the safety introduction meeting organized on SITE. The BUYER may not unreasonably refuse such authorizations of works.

The CONTRACTOR shall be responsible for the safety coordination of all WORKS and SERVICES, the CONTRACTOR performs in relation with the SERVICES, and as such it shall



notably be responsible for its staff, representatives, agents and subcontractors with respect to all safety instructions in accordance with the LAWS.

#### 7.1.3. SAFETY INDICATORS

Except expressly agreed in any CONTRACT, the CONTRACTOR shall monthly release to the BUYER a report stating accident gravity and frequency indicators or any other security indicator agreed between the PARTIES.

The CONTRACTOR's rates shall fully comply with the ones agreed between the PARTIES throughout the duration of the CONTRACT.

If not, within a two (2) months time period starting from the date of default as stated in the monthly report, the CONTRACTOR shall propose to the BUYER an action plan providing corrective measures to remedy this default and implement this plan. Notwithstanding this obligation, the PARTIES shall meet before the end of this time period and the CONTRACTOR shall take all necessary actions to remedy this default.

The action plan shall be deployed by the CONTRACTOR, it being specified that all the costs arising from the deployment and implementation of this action plan shall be borne by the CONTRACTOR, which remains the only responsible for its success and for its consequences.

If despite a reasonable time period, after the deployment of this action plan the security rates remain under the expected levels:

The BUYER will be in right to request a penalty payment as specified in the concerned CONTRACT;

If the default continues, this shall be considered as a material cause of termination of the CONTRACT for the CONTRACTOR's default.

#### 7.1.4. SAFETY AND HOMOLOGATIONS

With respect to the BUYER global corporate policy, every CONTRACTOR shall make all the necessary efforts to obtain a security homologation such as MASE, or equivalent.

### 7.2. ENVIRONMENT

It is the BUYER's ambition to wholly act itself and with its suppliers to respect environment. To this extent, the BUYER aims to continuous improvement of environmental performance including a constant care of neighbourhood and an extreme attention to nuisance prevention, as well as a transparent communication.

The CONTRACTOR shall not introduce in any SITE any hazardous or radioactive product without the prior express agreement of the BUYER. Failing to do so, the costs incurred for the compulsory or appropriate evacuation and treatment of those products as well as any damages arising from such introduction, evacuation or treatment shall be entirely borne by the CONTRACTOR, including in case of personal injuries.

When the CONTRACTOR has been authorized to introduce hazardous products in a SITE, the CONTRACTOR shall (i) handle and store them in due compliance with applicable LAWS and SITE's internal rules, as well as (ii) take any and all preventive measures to avoid any contamination or pollution on SITE and to any person intervening on SITE.

All wastes, including hazardous and radioactive products, generated or brought by the CONTRACTOR, shall be disposed, processed, up-graded, re-used and removed regularly in due compliance with applicable LAWS and SITE's internal rules, at the CONTRACTOR's sole expenses and risks. If the CONTRACTOR fails to fulfil this obligation upon receipt of one (1) request and after three (3) DAYS grace period, except in case of urgency, the BUYER shall be entitled to appoint any third party to carry out this obligation at the CONTRACTOR's costs. A container for the CONTRACTOR's own household waste shall be provided by the CONTRACTOR.

Retrievable scraps on SITE shall be left at the BUYER's disposal by the CONTRACTOR at the designated place(s).

The SITE shall be kept in a clean and tidy condition by the CONTRACTOR. Rubbish, scraps and all unnecessary materials and equipment shall be regularly removed by it from the SITE.

### **7.3. CONTRACTOR'S AND SUBCONTRACTOR'S COMPLIANCE WITH TAX AND LABO(U)R OBLIGATIONS**

Throughout the performance of each CONTRACT, the CONTRACTOR and its subcontractors shall comply with all LAWS, especially those relating to tax, employment, social contributions.

For the purpose of the above and in compliance with the periodicity as legally provided, the CONTRACTOR shall in particular provide the BUYER for the first time upon signature of the concerned CONTRACT and in any case without undue delay upon the BUYER's request, with any and all documents evidencing that the CONTRACTOR and its subcontractors (i) comply and have duly complied with their obligations with respect thereof and (ii) are up-to-date with all their respective payments as regards any and all taxes, duties, salaries and social contributions.

For the purpose of this Clause 7.3., the concerned subcontractors are those intervening or having to enter on SITE as well as those having their registered offices or production premises in the country where the SITE is located or within the European Union.

### **7.4. FRAUD & CORRUPTION**

The CONTRACTOR shall take all necessary steps, in accordance with good industry practice, to prevent any fraudulent activity by the CONTRACTOR (including its shareholders, members, directors and employees) and by any of the CONTRACTOR's suppliers, agents, contractors, subcontractors or their employees in connection with the receipt of monies from the BUYER. The CONTRACTOR shall notify the BUYER immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

The CONTRACTOR shall not offer or give, or agree to give, to any employee, agent, servant or representative of the BUYER any gift, commission or other consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of any CONTRACT or any other agreement(s) with the BUYER, or for showing or refraining from showing favour or disfavour to any person in relation to a CONTRACT or any other agreement(s) with the BUYER.

The CONTRACTOR warrants that it has not paid commission, nor has agreed to pay commission to any employee, agent, servant or representative of the BUYER in connection with any CONTRACT or any other agreement(s) with the BUYER.

Where the CONTRACTOR or CONTRACTOR's employees, servants, subcontractors, suppliers or agents or anyone acting on the CONTRACTOR's behalf, engages in conduct prohibited by the provisions here above in relation to any CONTRACT or any other agreement(s) with the BUYER, the BUYER shall be entitled to:

- (i) terminate the concerned CONTRACT and recover from the CONTRACTOR the amount of any loss suffered by the BUYER resulting from such termination; or
- (ii) recover in full from the CONTRACTOR any other loss sustained by the BUYER in consequence of any breach of this clause 7.4 whether or not the concerned CONTRACT has been terminated.

## **8. CONSORTIUM, SIMILAR ASSOCIATION**

### **8.1. RESPONSIBILITY AND LIABILITY OF THE CONSORTIUM MEMBERS**

When a CONTRACT is entered into between the BUYER and a consortium or a similar association of CONTRACTORS of whatever form, each member of such consortium or similar association shall be deemed as being a CONTRACTOR of the concerned CONTRACT and shall be jointly and severally responsible and liable with all the other members of said consortium or similar association for complying with all contractual obligations as set out in the concerned CONTRACT.

## **8.2. LEADER OF THE CONSORTIUM**

The members of the consortium or similar association shall designate one of them as leader, which shall have full power to represent them, to coordinate the consortium or similar association and to ensure the due performance of the concerned CONTRACT. Such designation shall be notified to the BUYER as soon as possible and at the date of signature of the concerned CONTRACT by both PARTIES at the latest.

## **9. SUBCONTRACTING**

### **9.1. INFORMATION OF THE BUYER BY THE CONTRACTOR**

BUYER shall be informed prior to the choice to be made by the CONTRACTOR in relation with sub-contractors, and shall be entitled to refuse them for reasonable reasons, among others for safety reasons.

The CONTRACTOR shall provide the BUYER, if possible before signing the concerned CONTRACT, with the list of the subcontractors it may require.

These documents shall contain at least the purpose and the scope of the subcontracting, the sub-contractor's name, the precise description of entrusted works, supplies, service(s), the time of performance, the equipment and material to be used, the manufacturer, the place of manufacture or of implementation of the sub-contracted services and the delivery date.

Moreover, second rank subcontracting is expressly forbidden. Exceptionally, the CONTRACTOR may subcontract at a second rank subcontractor any part of the SERVICES but only after BUYER'S prior written express authorization.

### **9.2. RESPONSIBILITY AND LIABILITY OF THE CONTRACTOR FOR ITS SUB-CONTRACTORS**

In any case, any subcontracting shall be at the CONTRACTOR's sole risks and costs and under its entire responsibility and liability.

The prior information of ARCELOR or its authorization in case of second rank subcontracting shall not in any way limit the responsibility and the liability of the CONTRACTOR under the concerned CONTRACT, nor entail any responsibility of the BUYER. Subcontracting shall not release the CONTRACTOR of any of its contractual obligations, undertakings or liability, the CONTRACTOR remaining fully liable for any action, deficiencies, failures, omission or negligence of its subcontractors and their agents as it is for itself and for its own agents.

The CONTRACTOR shall also be responsible for the due compliance by its subcontractors with all health, safety, environment, work conditions and social LAWS and obligations, especially those related to illegal work, as well as with the related provisions of the GENERAL CONDITIONS and of the concerned CONTRACT. In any case, all CONTRACTOR's subcontractors working on the concerned SITE for the implementation of any part of a CONTRACT shall have been duly, properly and prior insured for the risks related to their activities and works on SITE.

Any failure to comply with these obligations may result in the non-payment of the SERVICES rendered in such conditions, without prejudice of any claim for the damages suffered by the BUYER in connection therewith. All relevant registration, business licence certificates or any other legal or statutory requirement shall be obtained and evidenced by the CONTRACTOR and all subcontractors throughout the performance of each CONTRACT.

### **9.3. TEMPORARY WORKERS**

The CONTRACTOR shall furthermore keep ARCELOR informed about any recruitment of temporary workers. Those temporary workers shall only be employed in accordance with applicable LAWS. In any case, the CONTRACTOR shall always make its best effort to perform the SERVICES using its internal staff, as the CONTRACTOR's expertise concerning the SERVICES is of paramount importance.

The CONTRACTOR shall never exclusively employ temporary workers for the provision of the SERVICES.

## **10. DOCUMENTATION**

During the whole term of the CONTRACT, the CONTRACTOR shall provide the BUYER with the whole DOCUMENTATION relating to the SERVICES, and shall deliver the DELIVERABLES pursuant to the time schedule forecast in the CONTRACT. All rights related to DOCUMENTATION, as notably the DELIVERABLES shall be transferred to the BUYER accordingly.

The supply of DOCUMENTATION that is, under the BUYER's reasonable opinion, not complete nor in compliance with the CONTRACT or TECHNICAL SPECIFICATIONS, shall not constitute the delivery of DELIVERABLES.

The CONTRACTOR shall remain wholly liable for the consequences of any inaccuracy, incompleteness, mistake, error or omission, or all, in the DOCUMENTATION delivered to the BUYER, whether or not the BUYER has raised any reserves with respect to the DOCUMENTATION or DELIVERABLES.

## **11. FOLLOW-UP, INSPECTION**

### **11.1. FOLLOW-UP BY THE CONTRACTOR**

The CONTRACTOR shall designate for each CONTRACT a qualified representative responsible for its staff and all its subcontractors. The BUYER shall appoint a "Contract manager" for the coordination of each CONTRACT, such Contract Manager having also to ensure interface with other involved departments of the BUYER.

For such purpose, steering committees involving representatives of each PARTY shall meet regularly as agreed by the PARTIES in the concerned CONTRACT. They shall have in particular the following goals:

- (i) Addressing all the matters relating to the progress and implementation of the CONTRACT;
- (ii) Assessing the SERVICES and the implementation of the CONTRACT;

and more specifically:

- Examine the Safety indicators;
- Define the action plans to be undertaken;
- Study and validate the improvement actions;
- Check the result of the corrective actions if any;
- Study and validate the perimeters scope of the SERVICES changes;
- Examine the outcomes of LAW changes, if any;
- Address any problem that arose during the CONTRACT's implementation.

Moreover, the CONTRACTOR shall provide the BUYER on a regular basis (at least each month) with a statement of all faced problems and corresponding corrective actions and measures carried out or proposed in relation thereto.

The following representatives shall attend the Steering committee:

- SITE's purchasing department representative;
- SITE's representative;
- Contract Manager as defined above;
- CONTRACTOR'S technical manager;
- CONTRACTOR'S commercial representative;
- Plus on a case by case basis, Arcelor Mittal Purchasing concerned buyer;
- Any other person as necessary according to the agenda of the Steering committee.

The minutes of each meeting of the Steering committee shall be written by the CONTRACTOR and be subject to BUYER'S prior approval.

The CONTRACT'S implementation shall give rise to a review and a rating from the BUYER.

## **11.2. INSPECTIONS BY THE BUYER**

The BUYER may, at its own expenses at any time and even without prior notice, perform itself or by delegates any inspection on SITE of the good performance of the CONTRACT by the CONTRACTOR or any of its subcontractors.

Any follow-up, inspection or control by the BUYER shall be made without responsibility of the BUYER and does not mitigate nor affect any CONTRACTOR's obligations.

## **12. IMPLEMENTATION CONDITIONS ON SITE**

### **12.1. CONTRACTOR'S STAFF AND MATERIALS**

The CONTRACTOR shall employ qualified and skilled staff and shall provide sufficient, necessary or appropriate materials, means and tools, including inspected and certified ones when requested, at any stage of the performance of each CONTRACT in order to fulfil its contractual obligations to ensure the due and proper provision of the SERVICES in order to achieve its RESULT OBLIGATION.

### **12.2. CONDUCT ON SITE**

The CONTRACTOR acknowledges being fully aware of the concerned SITE's industrial activities and of all risks and constraints related thereto, as well as of the industrial, social and human environment in which each CONTRACT is to be performed and undertakes to properly inform the BUYER about these aspects during the whole performance of the concerned CONTRACT.

The CONTRACTOR shall adapt its operations to the SITE and to the SITE's operations and activities at any stage of the performance of the SERVICES, taking all the safety rules and LAWS into consideration. Any works carried out on SITE either by the BUYER or by any third party during the same period shall be taken into consideration by the CONTRACTOR, which shall implement and comply with all instructions given by the BUYER's Contract Manager.

The CONTRACTOR shall carry out all measures so as the implementation of the CONTRACT may not affect nor impair in any way the productivity and activities, of the BUYER on the concerned SITE, it being specified that the modalities of any unavoidable disruption or suspension of the BUYER's productivity or activities, due to CONTRACTOR's operation shall be expressly prior agreed by the PARTIES.

The CONTRACTOR shall also take all protective measures to avoid any nuisance to neighbours (especially in terms of noise, dust, oil and any other pollution) so that the BUYER's responsibility will not be investigated by any public administration or any third party in relation to the CONTRACT, the WORKS, EQUIPMENT and the SERVICES, the CONTRACTOR being fully responsible for the consequences arising there from.

### **12.3. USE OF THE BUYER'S PREMISES**

In case the BUYER puts at the CONTRACTOR'S disposal premises and facilities on or near the SITE for and during the implementation of any CONTRACT, the CONTRACTOR shall use at its own risks and costs these premises and facilities and be responsible for their custody, including any equipment, machines, tools, materials and other BUYER'S equipment.

The CONTRACTOR undertakes to maintain these premises and facilities in good state and condition, clean and safe throughout the performance of the concerned CONTRACT and not to modify them without the BUYER's prior express authorization.

The BUYER shall not be liable for any losses or damages related to the use of said premises and facilities by the CONTRACTOR, in particular in case of theft, fire, etc., caused to or suffered by the CONTRACTOR's equipment, machines, tools, materials and other staff's and subcontractors' equipment.



If the BUYER makes its roads, railways and other internal transport means, existing on or available to the concerned SITE, available to the CONTRACTOR for implementing any part of its SERVICES, the CONTRACTOR shall use them at its own risks, in compliance with the LAWS, the concerned CONTRACT and any other regulations and conditions applicable with this respect, as in such a way so as not to hinder the BUYER's own activities, production and traffic, and to optimize the use of said roads, rails and internal transport means.

## **12.4. THE BUYER'S SUPPLIES**

### **12.4.1. SUPPLY OF POWER, FLUIDS AND GAS**

The BUYER may provide electricity, gas, water, steam or compressed air to the CONTRACTOR but exclusively for the strict performance of a CONTRACT if so allowed by the laws applicable to the SITE.

In such case, the CONTRACTOR shall prior check its needs, the compliance of its needs with the provision capacity of the concerned SITE with this respect and determine the additional means possibly to be carried out, at the CONTRACTOR's own costs.

The CONTRACTOR shall use such supplies in such a way to keep their consumption within normal limits and to avoid any disruption of the BUYER's networks. The BUYER may request compensation for the costs engaged in relation to these supplies, provided it was agreed in the concerned CONTRACT.

Utilization and consumption of these supplies are at the CONTRACTOR's own risks, the BUYER not being liable for any failures in relation to such supplies and facilities except in case of ARCELOR's fault in this respect.

### **12.4.2. LOAN OF MATERIALS AND TOOLS BY THE BUYER**

Upon the CONTRACTOR's express request, the BUYER may lend some materials and tools, from time to time (for example hardware, software already included in SITE's equipment and facilities, crane, travelling crane, etc.) to the CONTRACTOR.

For significant materials and tools to be lent to the CONTRACTOR, either regularly or for a specific time period, a list of these materials and tools as well as the conditions applicable thereto shall be especially agreed upon by the PARTIES in a specific written document. An expert, designated by the PARTIES, shall check the conformity in terms of safety of those materials and tools.

In any case, the CONTRACTOR shall prior check the conformity, suitability and adequateness of such materials and tools to the use it intends for them.

All tools and materials lent to the CONTRACTOR by the BUYER shall be returned to the BUYER by the end of the concerned CONTRACT, whichever shall be the cause, complete and at least in the same state as they were at the date they have been put at the CONTRACTOR's disposal. Furthermore, all software copies, electronic data and documents, the BUYER's CONFIDENTIAL INFORMATION, shall be removed and unloaded from computers and hardware systems of the CONTRACTOR.

As from the date the BUYER puts them at the CONTRACTOR's disposal and throughout the time period during which the CONTRACTOR has said materials and tools in its custody, the CONTRACTOR shall bear all risks of operation, control, deterioration, depreciation and loss of these materials and tools. As a consequence, the CONTRACTOR shall be responsible for all these tools and materials and for their use and safe keeping in quantity and quality and shall compensate the BUYER accordingly. These tools and materials (except those specified in a specific written document as mentioned here above) may be withdrawn at anytime by the BUYER, without compensation nor any prior notice.

The materials and tools provided by the BUYER shall remain its property. If the CONTRACTOR has any doubts about the quality of the tools and materials put at its disposal by the BUYER, the CONTRACTOR shall inform the BUYER forthwith.



The transport of the BUYER's tools and materials from the BUYER's warehouses or stores to the utilization place as well as the loading, lashing, securing, unloading and handling of such tools and materials shall be at the CONTRACTOR's entire responsibility and costs. Residual quantities of the materials provided under this Clause (including scrap) shall be returned free-of-charge and without undue delay to the location on the SITE or any such other place near the SITE as designated by the BUYER. The CONTRACTOR shall, at the BUYER's request, document the consumption of all materials provided by the BUYER under this clause.

### **13. TIME SCHEDULE - SUSPENSION OF THE PERFORMANCE OF A CONTRACT**

#### **13.1. TIME SCHEDULE**

If any WORKS AND EQUIPMENT are to be implemented by the CONTRACTOR or if any DELIVERABLES are to be delivered under a CONTRACT, a precise time schedule will be fixed in the said CONTRACT. It will be the CONTRACTOR's sole responsibility to take all necessary or appropriate steps to comply with the time schedule. For this purpose a milestones mechanism will be set up, to enable BUYER to obtain detailed information regarding CONTRACTOR's compliance with the time schedule and to have details regarding the time schedule respect, and the well-going of the interfaces.

#### **13.2. SUSPENSION OF THE PERFORMANCE OF A CONTRACT BY THE BUYER**

On the BUYER's written request, the CONTRACTOR shall suspend the performance of the SERVICES of the concerned CONTRACT in whole or in part, in the manner deemed necessary by the BUYER, after a reasonable prior notice, and for the maximum aggregate duration of twelve (12) months.

The BUYER and the CONTRACTOR shall meet in order to discuss the indemnification measures for the loss possibly suffered by the CONTRACTOR due to this suspension.

### **14. FORCE MAJEURE**

Neither PARTY shall be held responsible for any failure or delay in the performance of any CONTRACT caused by a force majeure event, i.e. an unforeseeable and irresistible event beyond the PARTIES' reasonable control and which prevents the performance by the affected PARTY of its obligations under the CONTRACT. Are for example considered as force majeure events: irresistible and unforeseeable natural phenomena (floods, hurricane, lightning, etc.), wars, invasions, revolutions, riots, governmental acts, general strikes or similar events, epidemics, etc.

A strike of the BUYER's employees or of the employees of any subcontractor of the BUYER shall not be considered as force majeure event unless it effectively prevents the CONTRACTOR from performing its contractual obligations under a CONTRACT.

Should any such force majeure event occur and prevent either PARTY from performing in whole or in part its contractual obligations, or may reasonably affect the future performance of its contractual obligations, then such PARTY shall (i) duly inform the other PARTY of said force majeure event without undue delay, (ii) take all necessary steps and actions to mitigate the effects resulting from said force majeure event, including the intervention of any third party if reasonably possible and (iii) inform the other PARTY thereof.

When it turns out that despite the implementation of the above-mentioned steps and actions, the execution of the concerned CONTRACT has definitely become impossible or will have to be postponed for more than three (3) months as from the notification date of such force majeure event, then the said CONTRACT may be terminated by either PARTY in writing upon a fifteen(15)-DAY prior notice, it being specified that the PARTIES shall do their best endeavours to settle the practical consequences of such termination in equity according to the circumstances.

In any case, each PARTY shall bear the costs and expenses it engaged from the starting point of the force majeure event up to the ending of said force majeure event or up to the termination date of the CONTRACT.

## **15. CONTRACTOR'S COMMITMENTS AND RESULTS OBLIGATION**

### **15.1. GENERALITIES**

The CONTRACTOR commits itself to and warrants (i) the full and complete achievement of the characteristics and performances specified in the CONTRACT, (ii) the conform and complete execution of its contractual obligations, as well as those more specifically specified in the TECHNICAL SPECIFICATIONS and the delivery of the DELIVERABLES in due time, such achievement being for the CONTRACTOR a RESULT OBLIGATION.

The knowledge by BUYER of any information disclosed to BUYER by the CONTRACTOR regarding the means the CONTRACTOR will put in place in order to achieve the above-mentioned results as well as the BUYER knowledge thereof shall in no way release the CONTRACTOR from achieving its RESULT OBLIGATION, or constitute a limit of the means it shall put in place to achieve this RESULT OBLIGATION.

### **15.2. BREACH OF ITS RESULT OBLIGATION BY THE CONTRACTOR**

When the CONTRACTOR fails to achieve any of the above-mentioned results or does not fulfil its RESULT OBLIGATION, the BUYER may apply, after a formal notice remained without effect within the time period stipulated in the CONTRACT and without any prior judicial authorization or other proceedings, any of the remedies as listed in Clause 18.1 of the GENERAL CONDITIONS, and in particular take place of (or designate any third party of its choice to replace) the CONTRACTOR at the CONTRACTOR's expenses and risks.

Moreover, in the case of any CONTRACTOR's failure and when an emergency requires to do so (particularly for safety reasons or when the equipment or production means are endangered) the BUYER may, without judicial authorization or other proceedings but on simple notice mentioning those circumstances, immediately replace (or designate any third party of its choice) the CONTRACTOR or any of its subcontractors at the CONTRACTOR's expenses.

### **15.3. DISCLAIMER**

The CONTRACTOR shall not be liable if the non-fulfilment of its obligations is due to:

- a) a force majeure event, as defined in the GENERAL CONDITIONS ;
- b) the BUYER's negligence, if such action has had a direct impact on the appropriate fulfilment by the CONTRACTOR of its obligations and provided that no CONTRACTOR's act or omission has concurred to the occurrence of such negligence.

For each of the above-listed points, due evidence of the occurrence of such fact and of its effective impact on the CONTRACTOR's obligations shall be given by the CONTRACTOR within a reasonable time period.

## **16. LIABILITY**

### **16.1. GENERALITIES**

The CONTRACTOR shall be liable for any and all damages, including direct, indirect, consequential, special, incidental, physical, moral, property and intangible damages, suffered by or caused to the BUYER, its employees and any third parties, due to the CONTRACTOR, its employees, agents, representatives or any of its subcontractors, without prejudicing all other the BUYER's rights and remedies. Such liability shall in any case be unlimited in the case of personal injuries.

The CONTRACTOR shall be fully liable towards the BUYER for the performance of the CONTRACT, including the TECHNICAL SPECIFICATIONS and the respect of its RESULT OBLIGATION as conveyed in the CONTRACT, such as the delivery of the DELIVERABLES as forecast.

The CONTRACTOR shall be fully liable towards the BUYER pursuant to the foregoing, irrespectively of the fact that a portion of the SERVICES has been performed by one of his subcontractors. The participation of such subcontractors, in the performance or in the finalization of any part of the SERVICES shall not release, decrease nor limit in any way the liabilities or obligations of the CONTRACTOR under any CONTRACT.

For the purpose of the above, the CONTRACTOR shall remain fully liable towards the BUYER for all CONTRACTOR's acts, errors, mistakes, negligence, omissions and failures as well as for those of its subcontractors and any person or entity hired (widely speaking) by them, for the performance of any part of a CONTRACT, as if acts, errors, mistakes, negligence, omissions and failures had been made by the CONTRACTOR itself.

## **16.2. LIABILITY FOR THIRD PARTY'S CLAIMS**

### **16.2.1. INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the BUYER harmless from any third parties' actions, suits, claims and demands (including in particular personal injuries, death, property loss, general damages, punitive damages, attorney's fees and court costs), in connection with injuries or damages arising from CONTRACTOR's act or omission, its employees', subcontractors' or agents' act or omission (other than such attributable to the BUYER, its agents or employees) suffered by or caused to the BUYER and its employees, agents, representatives, subcontractors, licensees or third parties.

### **16.2.2. NOTIFICATION TO THE CONTRACTOR**

In the event of any claim against the BUYER arising out of the matters referred to in Clause 16.2 and in respect of which the CONTRACTOR is liable, the CONTRACTOR shall be promptly notified thereof, and shall at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

The BUYER may, if so agreed upon by the PARTIES and at the CONTRACTOR's expenses, choose to conduct such negotiations.

### **16.2.3. ASSISTANCE FROM THE BUYER OR THE CONTRACTOR**

The BUYER shall, at the CONTRACTOR's request, afford all necessary and reasonable assistance for any such purpose and shall be reimbursed for all expenses incurred in doing so. In case the BUYER elect to conduct the negotiations, the CONTRACTOR shall, at the BUYER's request but at CONTRACTOR's entire costs, afford all necessary and reasonable assistance for any such purpose.

### **16.2.4. THE BUYER'S COSTS**

The CONTRACTOR shall in particular reimburse the BUYER for any and all expenses incurred in relation to payments to third parties or to federal, state, administrative and municipal authorities, as a result of joint and several liability of the BUYER and arising from the non-compliance by CONTRACTOR and its subcontractors, with the LAWS. The BUYER may set off any sums which reimbursement is due by the CONTRACTOR hereunder against any payments to be made by the BUYER to the CONTRACTOR.

## **17. INSURANCE**

### **17.1.**

Before the beginning of any part of the SERVICES on the concerned SITE, the CONTRACTOR shall take out and maintain as the case may be any and all insurance coverage required under LAWS as well as under the CONTRACTOR's applicable laws, in particular with respect to:

- workers' compensation insurance including the coverage of bodily harm and personal injuries;

- professional liability insurance;
- general public liability insurance;
- automobile liability covering all owned, hired and used vehicles; and
- the covering of the warranty period regarding buildings and civil works if any.

#### 17.2.

Without prejudice to insurance coverage as specified in Clause 17.1 here above, the CONTRACTOR shall provide adequate all risk insurance coverage against any losses and damages for which the CONTRACTOR could be liable, covering all the direct, indirect, consequential or special damages, that the CONTRACTOR or any of its sub-contractors could be responsible for within the frame of the CONTRACT.

The limit amounts of such insurance shall be determined according to the results of a risk analysis to be prior-carried out for every CONTRACT whenever possible.

The CONTRACTOR shall take out and maintain insurance coverage(s) for its legal liability towards the BUYER and any third parties arising from or in relation to the performance of any CONTRACT, including in particular torts resulting from any act or omission attributable to the CONTRACTOR, to its legal successors, agents and employees.

To work with the BUYER and without prejudice to a specific amount specified in the concerned CONTRACT, such insurance coverage(s) shall be in force for a minimum amount of EUR 3.000.000 (three million euros) and for at least the whole duration of the concerned CONTRACT.

#### 17.3.

The CONTRACTOR may choose to substitute the insurance coverage required under Clauses 17.1 and 17.2 here above by a global insurance policy covering, inter alia, the elements referred to in said Clauses. In such a case, the CONTRACTOR shall notify its insurer(s) that the BUYER and its employees and agents are "Co-insured" under the said insurance policy.

#### 17.4.

Except for the insurance coverage provided for in Clauses 17.5 hereunder, the insurance policies referred to in this Clause 17 shall be communicated to the BUYER within thirty (30) DAYS as from the date of signature of the concerned CONTRACT but in any case before the first intervention of the CONTRACTOR on SITE, and be valid as from the date of entry into force of the concerned CONTRACT until the end of said CONTRACT whichever shall be the cause.

In any case, the CONTRACTOR shall deliver to the BUYER, upon its first request, certificates issued by its respective insurer(s) attesting the existence of the insurance coverage contemplated herein, as well as the payment of the corresponding premiums that the CONTRACT undertakes to duly pay.

#### 17.5. **INSURANCE COVERAGE ON BEHALF OF THE CONTRACTOR**

##### 17.5.1.

The BUYER may provide at its own choice and in accordance with the LAWS, an insurance coverage on behalf of the CONTRACTOR for direct, indirect and consequential damages suffered by the BUYER, including loss of profits, also co-insuring the CONTRACTOR for a period of time commencing with the first SERVICES and WORKS and EQUIPMENT on SITE if any. In such a case, the BUYER shall waive any action against the CONTRACTOR within the limit of this insurance policy to the extent that the BUYER's losses and damages have been compensated by the insurance company.

#### 17.5.2. DEDUCTIBLES

In any case of damage, the amounts corresponding to the deductibles shall be borne by the PARTY which has caused the relevant damage, either directly or through its employees, representatives, appointees and subcontractors.

#### 17.6.

The CONTRACTOR hereby waives any actions, claims and recourses against the BUYER, all its employees and agents for any fault or omission of the latter, with respect to damages referred to in Clause 17.2. The BUYER hereby waives any actions, claims and recourses against the CONTRACTOR within the limit(s) of the insurance policies applicable to the concerned CONTRACT, provided and to the extent that the BUYER's losses and damages have been compensated under the said insurance policies.

The above provisions shall not apply in case of intentional fault or gross negligence.

#### 17.7.

Any insurance coverage provided by the BUYER or the CONTRACTOR, or both shall not release the CONTRACTOR from any of its contractual or legal liabilities. The insured amounts can not be considered nor construed as limitations of liability.

### 18. FAILURE OF THE CONTRACTOR

#### 18.1. GENERALITIES

Non fulfilment of any of the CONTRACTOR's contractual obligations shall entitle the BUYER to any or all of the following remedies, without limiting nor prejudicing any other BUYER's rights:

- constrain the CONTRACTOR without delay nor limit of means, to fully conform to the CONTRACT, to TECHNICAL SPECIFICATIONS and to the CONTRACTOR's OFFER,
- apply the damages or penalties as specified in any CONTRACT,
- suspend payment of any amount due until full completion of the RESULT OBLIGATION,
  
- after a formal prior notice as specified hereunder,
  - (i) replace the CONTRACTOR or appoint any third party at the BUYER's choice but at the CONTRACTOR's costs and risks for the provision of the CONTRACTOR's obligations or any parts thereof, which were not performed or did not comply with the concerned CONTRACT as well as, as the case may be,
  - (ii) terminate or cancel the concerned CONTRACT at the CONTRACTOR's expenses and liability,
  - (iii) claim for damages against the CONTRACTOR.

#### 18.2. LIQUIDATED DAMAGES

Liquidated damages or penalties for non-achievement of the contractual obligations shall be specified in each CONTRACT.

#### 18.3. PRIOR NOTIFICATION IN CASE OF CONTRACTOR'S FAILURE

In any case of CONTRACTOR's failure as specified here above, the BUYER shall prior require in writing that the CONTRACTOR remedies to such failure within a reasonable period of time. Upon receipt of said notice, the CONTRACTOR shall provide the BUYER with a credible corrective actions plan to remedy to its failure within the above-mentioned time period.

In case the CONTRACTOR fails to provide the BUYER with said actions plan or to comply with its action plan, the BUYER shall be entitled to apply any rights and remedies as specified here above.

Notwithstanding the foregoing, no prior formal notice shall be requested in case of urgency, in particular for safety reasons and for implementing any reasonable measures to mitigate any consequences arising from any CONTRACTOR's failure, but the BUYER shall send to the CONTRACTOR a formal notice thereof without undue delay.

## **19. CONFIDENTIALITY**

### **19.1.**

The CONTRACTOR undertakes in its own name as well as on behalf of its subcontractors to comply with the obligation of confidentiality, non-disclosure and non-use for the benefit of third parties of any and all CONFIDENTIAL INFORMATION related to any CONTRACT or to which the CONTRACTOR shall have access before and during the execution of such CONTRACT, or both.

The BUYER undertakes to treat as strictly confidential any and all CONFIDENTIAL INFORMATION that has been forwarded or made available to the BUYER either in the form of documents or in any other form, and shall prevent any disclosure to third parties except as required for the protection or use of INTELLECTUAL PROPERTY RIGHTS either generated by or transferred to the BUYER as per the GENERAL CONDITIONS or a CONTRACT or of the WORKS OR EQUIPMENT, or all as provided for in Clause 19.2. hereunder, such as notably subcontractors in charge of repairs and maintenance on SITE which have committed themselves to confidentiality and restriction of use undertakings. The BUYER further guarantees not to use such CONFIDENTIAL INFORMATION for any other purpose than (i) for the BUYER's needs, (ii) those permitted in the GENERAL CONDITIONS and in the concerned CONTRACT as well as (iii) all requirements of industrial operation of the SERVICES, WORKS, EQUIPMENT, DEVELOPMENTS, CONTRACTOR'S SOFTWARE and STANDARD SOFTWARE delivered by the CONTRACTOR.

### **19.2.**

For the purpose of the GENERAL CONDITIONS, the following shall be not considered as CONFIDENTIAL INFORMATION by the PARTIES:

- a) Information already in possession of the receiving PARTY prior to the communication of such information by the other PARTY;
- b) Information communicated directly or indirectly to the public or to the receiving PARTY, from a source other than the other PARTY, without infringement of the right of a third party nor any breach of confidentiality undertaking;
- c) Information became public knowledge without violation of the GENERAL CONDITIONS nor the concerned CONTRACT by the receiving PARTY; and
- d) Information that must be communicated by LAWS or judgment or compulsory laws, with obligation to the prosecuted PARTY to inform the other, in order to enable this PARTY to protect its interests.

The PARTY considering that any information is not a CONFIDENTIAL INFORMATION shall bear the proof of any condition specified in points a) to d) hereinabove.

The above stated limitations related to the use of disclosed CONFIDENTIAL INFORMATION shall apply to all possible combinations of piece(s) of CONFIDENTIAL INFORMATION, even though a piece (or pieces) of CONFIDENTIAL INFORMATION considered separately, would correspond to conditions defined in Clause 19.2.a) to d) hereinabove.

### **19.3.**

The above obligation of confidentiality shall remain in force during the whole performance of each CONTRACT and for a period of five (5) years as from its term, anticipated or not, whichever shall be the cause.

However, any and all the BUYER's CONFIDENTIAL INFORMATION to which the CONTRACTOR shall have access before and during the implementation of any CONTRACT, related to production and production processes, customers, technical or business strategies, needs, sales, techniques,



products, know-how and equipment, used or developed by the BUYER within or out of the performance of any CONTRACT shall be considered by the CONTRACTOR as highly confidential and as CONFIDENTIAL INFORMATION, without time limit, as long as such information has not lost its confidentiality nature as per Clause 19.2 here above.

## **20. INTELLECTUAL PROPERTY**

The provisions of this Clause 20 shall remain in full force and effect after the term of each CONTRACT for their own duration.

### **20.1. INTELLECTUAL PROPERTY RIGHTS OF THE BUYER**

Any documentation communicated to the CONTRACTOR by the BUYER as well as the BUYER's prior INTELLECTUAL PROPERTY RIGHTS shall be and remains the property of the BUYER and shall in no circumstance be disclosed by CONTRACTOR to any third party.

### **20.2. INTELLECTUAL PROPERTY RIGHTS OF THE CONTRACTOR**

#### **20.2.1.**

The CONTRACTOR warrants that (i) it owns at the signature date of the concerned CONTRACT and that (ii) it will continue to own all INTELLECTUAL PROPERTY RIGHTS required for the performance and implementation of each CONTRACT and, if not, that it has been entitled to make use of them through a license including the right of sublicensing and the right to use such INTELLECTUAL PROPERTY RIGHTS for the BUYER'S needs. The CONTRACTOR further warrants that it is properly entitled to the rights of use, diffusion, commercialisation, operation and modification of the INTELLECTUAL PROPERTY RIGHTS attached to the SERVICES, the DELIVERABLES, WORKS and EQUIPMENT, if any, that it does not own and which it may use only for the purpose of the concerned CONTRACT. The CONTRACTOR also warrants that it has freely carried out any and all adaptations, modifications and uses as may be necessary with respect to the SERVICES, WORKS and EQUIPMENT if any, without committing any offence, contravening any prohibitions nor being liable to any sanctions.

#### **20.2.2.**

The payment of the contractual price established in each CONTRACT shall entail:

- (i) the granting of the right for the BUYER to make use of the INTELLECTUAL PROPERTY RIGHTS subsisting or embodied in or used in connection with the WORKS and EQUIPMENT, for the term of protection of such possible INTELLECTUAL PROPERTY RIGHTS, in order to use, modify, operate, monitor, repair, or maintain the WORKS and EQUIPMENT as well as to pursue the fulfilments of the requirements of the BUYER mentioned in the TECHNICAL SPECIFICATIONS, with the right to sub- contract such tasks to any third party for the needs of the BUYER, or of the SITE or the needs specified in the concerned CONTRACT, provided that such third parties have committed themselves to confidentiality and restrictions of use undertakings towards the BUYER to the extent specified in the BUYER's general purchase conditions; and
- (ii) the granting of the right to the BUYER to make use of the DOCUMENTATION other than DELIVERABLES for the purpose, of:
  - operation, use, reproduction whatever the use and the process, on all existing or future supports (\*);
  - representation by all means and on all supports, including transmission via networks Internet/Intranet, publication, edition, diffusion; (\*) and
  - adaptation, modification, correction, development, integration, transcription, translation, bearing (\*),

(\*)provided that the above-mentioned rights are necessary for the operation, maintenance, modification, monitoring, repairing or use of the WORKS and EQUIPMENT or the needs specified in the concerned CONTRACT to the extent provided in Clause 19.

- (iii) the transfer of the INTELLECTUAL PROPERTY RIGHTS attached to the DELIVERABLES allowing the BUYER to:
- operate, use, reproduce the whole or part of the DELIVERABLES, whatever be the forecast use within the BUYER or for the needs of the BUYER, on all existing or future supports (\*);
  - represent whole or part of the DELIVERABLES by all means and on all supports, including transmission via networks Internet/Intranet, publication, edition, diffusion; (\*) and
  - adapt, modify, correct, develop, integrate, transcript, translate, bearing (\*), (\*)provided that the above-mentioned rights are necessary for the operation, maintenance, modification, monitoring, repairing or use of the WORKS and EQUIPMENT or the needs specified in the concerned CONTRACT to the extent provided in Clause 19.

Such granting of rights to the BUYER shall be:

- a) applicable and valid in any relevant country throughout the world; and
- b) granted for at least the protection duration of the concerned INTELLECTUAL PROPERTY RIGHTS.

All above-mentioned the BUYER's rights shall be assignable together with the WORKS and EQUIPMENT.

### **20.3. CLAIMS BY THIRD PARTIES**

In the event of any threat of lawsuit, or any provisional or definitive prohibition on the use of any element of the STANDARD SOFTWARE, the CONTRACTOR'S SOFTWARE, the WORKS and EQUIPMENT, the DELIVERABLES if any, this clause remaining applicable after the term of the CONTRACT, arising from (i) a claim alleging counterfeit or (ii) from a legal settlement, the BUYER shall inform the CONTRACTOR of such occurrence without undue delay and the CONTRACTOR shall at its own expenses and in the shortest possible period obtain on behalf of the BUYER the right to:

- continue the use of that element, or alternatively to
- replace or modify the disputed element by a non-counterfeiting element strictly equivalent thereto.

In any case, no modification or replacement in connection with the above shall result in a deterioration or reduction of functionality or fitness for the use of the WORKS and EQUIPMENT, the DELIVERABLES, or the BUYER's installations for which the SERVICES are provided.

In case of any third party's claim, whether raised on an amicable basis or pursued before the courts, the CONTRACTOR shall immediately stand in for the BUYER, defend, indemnify and hold harmless the BUYER, and its respective officers, directors and employees, against all losses, liabilities, damages, costs and all expenses, including attorney fees and expert fees, arising directly or indirectly out of any such claims, actions or lawsuits, alleging infringement of any INTELLECTUAL PROPERTY RIGHTS in connection with the WORKS and EQUIPMENT, and DELIVERABLES and use thereof.

The CONTRACTOR shall at its own expense, upon request by the BUYER, defend all such claims, proceedings or suits against the BUYER. In any case, all sums which may be disbursed by the BUYER with respect to costs, fees and damages due under penalties or legal decisions against the BUYER shall be fully reimbursed by the CONTRACTOR to the BUYER without prejudice to other BUYER's rights to claim for damages against the CONTRACTOR.

## **20.4. DEVELOPMENTS**

### 20.4.1.

The DEVELOPMENTS shall belong to the BUYER. Title to and ownership of the DEVELOPMENTS and any related INTELLECTUAL PROPERTY RIGHTS, including author's rights and copyrights, shall vest into the BUYER. Accordingly, the BUYER shall have the exclusive right to apply, under its own name and at its own costs and benefits, for such INTELLECTUAL PROPERTY RIGHTS in any country throughout the world with respect to the DEVELOPMENTS.

If a DEVELOPMENT (as for example any element of the DOCUMENTATION and notably the DELIVERABLES) is protected by any author's right or copyright, the CONTRACTOR shall transfer to the BUYER, in an exclusive way, the entirety of the rights of:

- exploitation, use, reproduction whatever the use and the process, on all existing or future supports;
- representation by all means and on all supports, including transmission via networks Internet/Intranet, publication, edition and diffusion,
- adaptation, modification, correction, development, integration, transcription, translation and bearing;
- commercialisation and diffusion whatever the way.

Such transfer of the DEVELOPMENTS and any related INTELLECTUAL PROPERTY RIGHTS, including author's rights and copyrights, to the BUYER shall:

- a) occur at a price which is an integral part of the contractual price paid by the BUYER to the CONTRACTOR as defined in the concerned CONTRACT;
- b) be applicable and valid in the country where the SITE or the BUYER's installations for which the SERVICES are provided for, is located as well as in any country throughout the world;
- c) be granted at least for the protection duration of the concerned INTELLECTUAL PROPERTY RIGHTS; and
- d) include the right for the BUYER to transfer those rights and to grant licences and sublicenses of such rights.

### 20.4.2.

Notwithstanding Clause 20.4.1 above, if the CONTRACTOR could establish that any DEVELOPMENT and any related INTELLECTUAL PROPERTY RIGHTS arise from the CONTRACTOR's sole inventive capacity independently of the preparation or the implementation of the GENERAL CONDITIONS or the concerned CONTRACT, as well as independently of any CONFIDENTIAL INFORMATION of the BUYER, then the related INTELLECTUAL PROPERTY RIGHT shall belong to the CONTRACTOR, and shall be included in the licence granted by Clause 20.2.2 here above, without any additional payment.

## **21. SOFTWARE**

Each CONTRACT will specify the STANDARD SOFTWARE, and CONTRACTOR'S SOFTWARE to be provided and delivered under any CONTRACT by the CONTRACTOR to BUYER.

In case a software or program is not specified in the concerned CONTRACT as being either a STANDARD SOFTWARE or a CONTRACTOR'S SOFTWARE, such software or program shall be considered and construed as being a CONTRACTOR SOFTWARE.

### **21.1. STANDARD SOFTWARE**

The CONTRACTOR shall be enabled if necessary when the CONTRACT terminates to deliver to the BUYER any and all STANDARD SOFTWARE without restriction.

If the SERVICES and the WORKS and EQUIPMENT include STANDARD SOFTWARE protected in whole or in part by INTELLECTUAL PROPERTY RIGHTS, the CONTRACTOR shall transfer to the BUYER the entirety of the rights related to:

- exploitation, use, reproduction whatever the use and the process, on all existing or future supports (\*);
- representation by all means and supports, including the transmission via networks Internet/Intranet, publication, edition, diffusion; (\*) and
- adaptation, modification, correction, development, integration, transcription, translation, bearing (\*),

(\*) as long as the above-mentioned rights are necessary for the exploitation, maintenance or use of the WORKS and EQUIPMENT necessary to perform the SERVICES or necessary to pursue the fulfilments of the BUYER requirements defined in the TECHNICAL SPECIFICATIONS.

The BUYER's rights to use the STANDARD SOFTWARE shall be assignable.

In addition, the CONTRACTOR shall, upon the BUYER's request and at no additional cost, provide the BUYER with all information and source code necessary to achieve the interoperability of other program(s) with the STANDARD SOFTWARE. In case of failure of the CONTRACTOR to fulfil its obligations, the CONTRACTOR shall, upon the BUYER's first request and at no additional cost, provide the BUYER with the source code (as specified here above) of the STANDARD SOFTWARE and all related DOCUMENTATION.

It is understood and agreed between the PARTIES that any access to source code (i) shall not release the CONTRACTOR from any of its obligations and (ii) shall not transfer nor assign any additional INTELLECTUAL PROPERTY RIGHTS to the BUYER, which shall be solely entitled to use the source code for the SERVICES and WORKS and EQUIPMENT exploitation, if any.

This licence to the BUYER shall:

- a) occur at a price which is already included and forms an integral part of the contractual price paid by the BUYER to the CONTRACTOR as defined in the concerned CONTRACT;
- b) be applicable and valid in the country where the SITE is located as well as in all countries throughout the world;
- c) be granted at least for the duration during which the concerned STANDARD SOFTWARE is protected by any INTELLECTUAL PROPERTY RIGHTS; and
- d) include the right for the BUYER to transfer those rights and to grant licences and sublicenses of such rights.

The CONTRACTOR shall communicate to the BUYER the method and know-how related to the use of the STANDARD SOFTWARE with its best performance.

## **21.2. CONTRACTOR'S SOFTWARE**

If the WORKS and EQUIPMENT, or fulfilment of the BUYER requirements mentioned in the TECHNICAL SPECIFICATIONS, include CONTRACTOR'S SOFTWARE protected in whole or in part by INTELLECTUAL PROPERTY RIGHTS, the CONTRACTOR shall license to the BUYER the entirety of the rights related to:

- Operation, use, reproduction whatever the use and the process, on all existing or future supports (\*);
- Representation by all means and supports, including the transmission or via networks Internet/Intranet, publication, edition, diffusion; (\*) and
- Adaptation, modification, correction, development, integration, transcription, translation, bearing (\*),

(\*) provided that the above-mentioned rights are necessary for the exploitation, maintenance or use of the WORKS and EQUIPMENT or necessary to pursue the fulfilments of the BUYER requirements defined in the TECHNICAL SPECIFICATIONS.

During the whole term of the CONTRACT and at least each three (3) calendar months (unless expressly otherwise specified in the concerned CONTRACT), the CONTRACTOR shall deliver to the BUYER whenever there is a transfer of property of the WORKS and EQUIPMENT if any to which the

softwares are attached, an exhaustive and updated copy of the source codes of the CONTRACTOR'S SOFTWARE and all related documentation, the exhaustive and updated copy of the CONTRACTOR'S SOFTWARE's source codes having to be finally delivered when the transfer of property occurs at the latest.

The licence granted by the CONTRACTOR to the BUYER as to the CONTRACTOR'S SOFTWARE shall:

- a) occur at a price which is already included and forms an integral part of the contractual price paid by the BUYER to the CONTRACTOR as defined in the concerned CONTRACT;
- b) be applicable and valid in the country where the SITE – or the BUYER installation(s) for which the SERVICES are provided for – is located as well as in any other country(ies) in which the WORKS or EQUIPMENT may be further moved, sold or transferred; and
- c) be granted at least for the duration during which the concerned CONTRACTOR'S SOFTWARE are protected by any INTELLECTUAL PROPERTY RIGHTS; and
- d) Include the right for the BUYER to grant licences and sublicences of such rights for the operation, maintenance, modification or use, of the WORKS and EQUIPMENT, as well as for pursuing the fulfilments of the BUYER requirements defined in the TECHNICAL SPECIFICATIONS.

The CONTRACTOR shall communicate to the BUYER the method and know-how used to develop the CONTRACTOR'S SOFTWARE and those required to use the CONTRACTOR'S SOFTWARE with its best performance.

## **22. MODIFICATION OF A CONTRACT – AMENDMENTS**

### **22.1. MODIFICATION OF A CONTRACT**

The CONTRACTOR shall examine, as soon as possible, any changes in any CONTRACT that may be requested by the BUYER, the CONTRACTOR agreeing for this purpose not to refuse such changes without sufficient examination and justification.

The PARTIES shall decide together within five (5) DAYS if the required change(s) as set out here above are already included in the scope of the concerned CONTRACT or if they imply a modification of the scope or the contractual price, or both, agreed upon by the PARTIES, as well the modalities to be applied in this respect. If all conditions of the change(s) are agreed between the PARTIES, this shall be subject to a written amendment of the concerned CONTRACT signed by both PARTIES.

The CONTRACTOR shall never request, at any stage of the CONTRACT, any extra cost for modifications outside the above procedure.

### **22.2. AMENDMENTS**

Any modification of any CONTRACT has to be expressly agreed upon in a written amendment signed by both PARTIES. Such amendment shall be concluded under the same conditions than the concerned CONTRACT and form an integral part of the said CONTRACT.

## **23. TERMINATION**

### **23.1. TERMINATION FOR CONTRACTOR'S MATERIAL BREACH**

In the event of any material breach of the GENERAL CONDITIONS or of any CONTRACT by the CONTRACTOR (as for example non-compliance with safety, health or environmental rules applicable on the SITE, non-performance of the SERVICES ...), the concerned CONTRACT may be terminated with immediate effect by the BUYER without any other formality than a registered letter with acknowledgment of receipt when the CONTRACTOR did not remedy the above five (5) DAYS after having received a formal notice thereof.



Such termination of the concerned CONTRACT shall be made notwithstanding any the BUYER's other rights and remedies under the CONTRACT, under Clause 18.1 of the GENERAL CONDITIONS as well as under LAWS.

**23.2. TERMINATION FOR CONTRACTOR'S NON MATERIAL BREACH OR REPETITIVE DEFAULT,**

In case of (i) any non-material breach of the GENERAL CONDITIONS or of any CONTRACT by the CONTRACTOR, (ii) repetitive CONTRACTOR's default or (iii) unsatisfactory performance of any of the CONTRACTOR's obligations or undertakings under any CONTRACT, the BUYER shall require from the CONTRACTOR to remedy thereto within a reasonable time period.

If the CONTRACTOR fails to submit a remedy plan to the BUYER within said time period, or if the CONTRACTOR is not able to comply with such remedy plan, then the BUYER may, without any prejudice to the BUYER's other rights and remedies under the CONTRACT, under Clause 18.1 of the GENERAL CONDITIONS as well as under LAWS, terminate with immediate effect the CONTRACT by sending to the CONTRACTOR a registered letter with acknowledgment of receipt at least fifteen (15) DAYS after the receipt by the CONTRACTOR of the BUYER's written warning or summon.

**23.3. TERMINATION FOR FINANCIAL REASONS OR FOR IMPORTANT MODIFICATION OF THE CONTRACTOR'S LEGAL STRUCTURE OR CONTROL**

The BUYER may also terminate any CONTRACT in case of:

- (i) reasonable statement(s) that the CONTRACTOR's financial situation could be construed as preventing the concerned CONTRACT to be implemented properly by the CONTRACTOR; or
- (ii) important modification(s) affecting its legal structure or any important change(s) in the control of its share capital, the CONTRACTOR having in such case to notify without delay said modification(s) to the BUYER

The BUYER may also terminate any CONTRACT if liability limits, if so provided in the CONTRACT, have been reached.

**24. OFFSET**

The mutual transfer between all companies affiliated to ArcelorMittal SA (as defined in Clause 1.1. of the GENERAL CONDITIONS) of any and all kinds of credits and receivables that any of such companies may have against the CONTRACTOR, including those resulting from separate CONTRACTS, is hereby expressly accepted by the CONTRACTOR in order to set them off against any credit or receivable that the CONTRACTOR has against any of such companies.

Therefore, all receivables and debts are deemed interdependent and related, and the BUYER will be entitled to ask any other company of the BUYER to transfer any CONTRACTOR's receivables, as well as to apply any right of retention or exception of non fulfilment, as if all receivables and debts originated from a single and unique contractual commitment.

**25. ASSIGNMENT**

**25.1.**

The CONTRACTOR is not entitled to assign either in whole or in part any of its rights and obligations under the GENERAL CONDITIONS or any CONTRACT without the BUYER's prior written express agreement.

**25.2.**

The BUYER is entitled to assign any CONTRACT in whole or in part to any company which directly or indirectly, controls, is controlled by or is under the common control of ArcelorMittal SA (as defined in



Clause 1.1. of the GENERAL CONDITIONS), such assignment having to be notified in writing by the BUYER to the CONTRACTOR

**25.3.**

In case the SITE is sold or transferred by the BUYER to any third party during the time period during which the said CONTRACTOR is implementing any CONTRACT concerning such SITE, the BUYER shall be expressly entitled to assign the said CONTRACT to the new owner of the SITE, such assignment having to be notified by the BUYER to the CONTRACTOR at least one (1) month before the transfer date of the SITE to the said new owner.

**25.4.**

If after the implementation of any CONTRACT, the SITE does not remain owned by the BUYER, the BUYER shall be expressly entitled to transfer or license any and all rights of use of CONTRACTOR's INTELLECTUAL PROPERTY RIGHTS subsisting or embodied in or used in connection with the WORKS and EQUIPMENT, for the term of protection of such possible INTELLECTUAL PROPERTY RIGHTS, in order to use, modify, operate, monitor, repair or maintain the WORKS and EQUIPMENT (including the right to sub-contract such tasks to any third party) for the needs of the SITE.

**26. SEVERABILITY**

If any terms of the GENERAL CONDITIONS or of any CONTRACT are illegal, invalid or unenforceable under any LAWS, all other terms and conditions of the GENERAL CONDITIONS or of such concerned CONTRACT shall remain unaffected thereby. The PARTIES agree to replace such individual term by provisions of the same or similar effect or meaning, or at least as close as possible to the economic purpose initially pursued by the PARTIES through such individual terms.

**27. APPLICABLE LANGUAGE**

**27.1.**

The language applicable to any CONTRACT as well as to all documentation related thereto shall be the language of the SITE where the SERVICES is to be implemented. Unless otherwise expressly agreed upon between the PARTIES, or required by mandatory LAWS when the language of the BUYER and the CONTRACTOR are different, the English language shall apply for all commercial and contractual relationships between the PARTIES.

**27.2.**

The GENERAL CONDITIONS exist in several languages. In case of contradiction between the English version of the GENERAL CONDITIONS and any of its official translations, the English version shall prevail.

**28. NOTICES**

Any notice to be given in connection with any CONTRACT shall only be valid if given in writing, in the language of the CONTRACT as specified in Clause 27 here above, and by letter, telegram, fax, or electronic mail confirmed by fax; all communication shall be considered effective upon receipt thereof.

**29. APPLICABLE LAW**

The GENERAL CONDITIONS and each CONTRACT shall be governed by and construed in accordance with the LAWS of the place of the SITE where the concerned SITE is located. The United Nation

Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention) is expressly not applicable.

### **30. LITIGATIONS - JURISDICTION**

Any and all claims or disputes arising out of or in connection with any CONTRACT shall be notified in writing (including e-mail or fax) to the other PARTY. Such notice shall set out all details of the claim or dispute together with the provisional amount in dispute.

In case of dispute, the PARTIES shall do their best effort to reach an amicable settlement with respect to the interpretation, the implementation, or the validity of the concerned CONTRACT within thirty (30) DAYS following the above-mentioned notification.

If the PARTIES' representatives failed to find such an amicable settlement, the dispute shall be settled (i) by the competent court of the concerned SITE's jurisdiction or (ii) if the SERVICES are to be provided on several SITES, by the competent court of the BUYER's jurisdiction,.

Notwithstanding the foregoing, the BUYER reserves the exclusive right to bring any dispute involving the CONTRACTOR before the competent court of the BUYER's jurisdiction of incorporation or of the CONTRACTOR's jurisdiction of incorporation.

In any case, each PARTY individually undertakes to continue to comply with its contractual obligations except for those concerned by the precise subject matter of their dispute.

### **31. COMPLIANCE WITH LAWS AND ARCELORMITTAL POLICIES**

#### **31.1. COMPLIANCE WITH LAWS**

Each PARTY must comply, and must ensure that its directors, officers, employees, contractors, sub-contractors, suppliers and agents ("PERSONNEL") comply, with all applicable LAWS, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, the registration, evaluation, authorization and restriction of chemicals, health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

#### **31.2. CORRUPTION**

Each PARTY warrants that it (i) has not paid, (ii) has not agreed to pay and (iii) will not pay directly or through its PERSONNEL or any entities acting on its behalf, any commission, facilitation payments or inducement in connection with the order.

#### **31.3. FRAUD**

The PARTIES must take all necessary steps in accordance with good industry practice, to prevent any fraudulent activity, in relation to the order, by either of them or their PERSONNEL or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of their PERSONNEL.

#### **31.4. COMPLIANCE WITH ARCELORMITTAL'S POLICIES**

The CONTRACTOR has reviewed ArcelorMittal's (i) Health and Safety Policy; (ii) Code of Business Conduct (iii) Anti-corruption Procedure (iv) Human Rights Policy; (v) Responsible Sourcing Code ("POLICIES"), as set out on ArcelorMittal's website; <http://corporate.arcelormittal.com>. In the performance of its obligations under the order and business arising from it, the CONTRACTOR must comply with the principles contained in the POLICIES and must ensure that its PERSONNEL comply with those principles.

**31.5. INTERNAL CONTROLS, RECORD KEEPING AND AUDIT RIGHTS**

31.5.1.

The CONTRACTOR must maintain, and ensure that its PERSONNEL maintain adequate internal controls and procedures to assure compliance with this clause 31, including procedures to accurately record and report all relevant transactions in its books and records.

31.5.2.

The CONTRACTOR must retain, and ensure that its PERSONNEL retain, all records, invoices and information related to the order (“RECORDS”) for ten (10) years after its completion or termination. The CONTRACTOR must provide the BUYER with originals of any RECORDS, on request. The BUYER may reproduce and retain copies of any RECORDS.

31.5.3.

The BUYER may monitor or audit the CONTRACTOR’S compliance with this clause 31 at any time while the order is in force and within ten (10) years of its completion or termination. In the course of such monitoring or auditing, the CONTRACTOR must provide the BUYER (or its authorized representative) with access to its premises and RECORDS (and those of its PERSONNEL) and (ii) permit the BUYER (or its authorized representative) to interview the CONTRACTOR’S PERSONNEL, upon the BUYER’S request. The CONTRACTOR must implement recommendations arising from such monitoring or auditing within the deadline(s) prescribed by the BUYER.

**31.6. CONTRACTOR’S INDEMNITY AND RISK**

31.6.1.

The CONTRACTOR indemnifies, defends and holds harmless the BUYER, and its affiliates and associated companies, and its and their PERSONNEL from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the CONTRACTOR’S breach of its obligations, warranties or undertakings in this clause 31.

31.6.2.

To the extent that the CONTRACTOR or its PERSONNEL must enter the BUYER’S property, they do so at their own risk.

**31.7. CONTRACTOR’S LIABILITY**

Nothing in this clause 31 limits or excludes any obligation or liability imposed by LAW on the CONTRACTOR or its PERSONNEL or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of its PERSONNEL, or all.

END