

GENERAL TERMS FOR GOODS AND/OR SERVICES

1. Definitions

1.1 Whenever written in initial capital letters, except where the context clearly requires otherwise, each of the terms set forth in this Clause 1.1 (Definitions) will have the following meaning:

Affiliate(s) means any other entity controlled by, controlling or under common control with the first mentioned entity, where "control" means the ability, through ownership of a majority of the voting power or otherwise, to determine management decisions.

Agreement means these General Terms for Goods and/or Services together with the relevant Purchase Order, as well as all other documents annexed or expressly incorporated thereto by reference, including any amendments thereof, as may be agreed by ArcelorMittal and Contractor in writing from time to time.

Agreement Documents mean as defined in the Form of Agreement.

Applicable Laws mean all national, regional and local laws applicable to the Site, the Services, the places where the Goods are to be delivered and/or the Services are to be performed, including, without limitation, Applicable Permits, constitutions, statutes, regulations, other legislative measures, treaties, ordinances, judgments, decrees, proclamations, injunctions, writs and orders of any court, arbitrator or governmental agency, common law, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanctions and anti-boycott laws, as may be in effect from time to time.

ArcelorMittal means (i) the specific company identified in the relevant Purchase Order and/or (ii) any entity in which ArcelorMittal S.A., a company incorporated under the laws of the Grand Duchy of Luxembourg and having its registered office at 24-26 Boulevard d'Avranches, L-1160, Luxembourg, holds directly or indirectly (a) at least 50% of the share capital having ordinary voting power or (b) the right to elect the majority of the board of directors of any equivalent corporate body, including its successors in title, assigns and/or transferees as the case may be.

Applicable Permits means all valid waivers, exemptions, variances, franchises,

permissions, permits, approvals, consents, authorisations, registrations, grants, acknowledgements, agreements, licenses or similar orders of, or from, any governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the matter in question, required to be obtained or maintained in connection with the Goods and/or Services, or performance of the Services, as may be in effect from time to time.

Commencement Date means the date stated in the relevant Purchase Order.

Confidential Information means all information pertaining to both Parties and/or relating to the Agreement (other than information already in the public domain through no breach of a confidential obligation), as defined in more detail in Clause 12 (Confidentiality).

Contractor means the company named in the relevant Purchase Order, who is the supplier of Goods and/or Services.

Delivery means:

(i) In respect of Goods the setting down, at the Delivery Point, of Goods supplied by the Contractor, as they are defined in any applicable Purchase Order and

(ii) in respect of Services, the date upon which the Services are accepted in writing by ArcelorMittal.

Delivery Point means the location indicated in each Purchase Order as being the place where Goods supplied by the Contractor will be delivered by the Contractor as part of the performance of the Services.

Dispute means as defined in Clause 22 (Settlement of Disputes).

Environment means all aspects of the bio-physical surroundings (including, but not limited to, land, soil, water, air, forests, swamps, plants, animals etc.) and the socio-economic surroundings (including, but not limited to, settlements, agriculture, livelihoods, infrastructure, society, communities, individuals, cultural and religious sites etc.) that might potentially be influenced by any activity of ArcelorMittal or Contractor.

Fees means the price payable by ArcelorMittal to Contractor in relation to the performance of Contractor's obligations under this Agreement as specified in the relevant Purchase Order.

Force Majeure means an event which is not within the reasonable control of the party



claiming force majeure relief, and which, by the exercise of reasonable care, such party could not have been reasonably foreseen, avoided and/or overcome. Force majeure is defined in more detail in Clause 20 (Force Majeure).

Good Industry Practice means the practices, methods and acts performed with that degree of skill, care, diligence and foresight which would ordinarily be expected from a skilled and experienced entity performing the role of Contractor under this Agreement, seeking in good faith to comply with its contractual obligations and all Applicable Laws and regulations.

Goods and/or Services means the goods and/or services to be provided by Contractor to ArcelorMittal as described in the Purchase Order and attachments, as issued by ArcelorMittal from time to time, and in accordance with this Agreement. Goods and Services shall mean each of them and this Agreement may be used for the delivery of Goods only or Services only or both Goods and Services as ArcelorMittal shall require.

Initial Term means the period between, and including, the Commencement Date and the Termination Date as stated in the relevant Purchase Order.

Intellectual Property or **IP** means all intellectual property (present or future) created, discovered or coming into existence as a result of, for the purpose of or in connection with the Agreement (including, without limitation, all intellectual property rights developed by Contractor in performing the Services).

ArcelorMittal IT Compliance & Security Officer means Mark Radey, whose contact details are: mark.radey@arcelormittal.com; Box 2460, 1330 Burlington St. E. Hamilton, Ontario, Canada L8N 3J5.

Invoice means each valid invoice prepared by Contractor and submitted to ArcelorMittal in connection with Goods and/or Services delivered under the Agreement. Each Invoice shall, in order to be valid, contain a Purchase Order number.

Liquidated Damages means as specified in the Purchase Order issued pursuant to this Agreement.

Party means either ArcelorMittal or Contractor and **Parties** means ArcelorMittal and Contractor.

Person means as defined in Clause 1.2 (i) (Definitions).

Personnel means:

- (i) in relation to ArcelorMittal, any of its employees, agents, Contractors, representatives or employees, agents, Contractors or representatives of any of ArcelorMittal's Affiliates;
- (ii) in relation to Contractor, any of its employees, subcontractors, their subcontractors, agents, Contractors and representatives involved either directly or indirectly in the provision of the Goods and/or Services; and
- (iii) in relation to a subcontractor or its subcontractors, any of its employees, agents, Contractors and representatives involved either directly or indirectly in the provision of the Goods and/or Services.

Policies and Rules means ArcelorMittal's policies and rules of conduct and operation, as documented and updated from time to time, and which can be accessed through ArcelorMittal's website (corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies). Such policies and rules include, but are not limited to, ArcelorMittal's Code of Business Conduct, Code for Responsible Sourcing, Anti-Corruption Procedure, Health and Safety Policy, Environmental Policy and Human Rights Policy.

Purchase Order means the document issued by ArcelorMittal and accepted by Contractor for the supply of Goods and/or Services in accordance with this Agreement, which shall be referenced by the Contractor in all invoices raised.

Services means as defined in the Purchase Order(s) issued to Contractor by ArcelorMittal, from time to time, under this Agreement.

Taxes means any and all direct and indirect taxes, duties, fees, levies, excises, rates, charges, imposts, surcharges, royalties and other government imposed mandatory payments of whatever nature and however called and whether paid to a government or to any other Person at its directive or pursuant to Applicable Laws, or similar to any of the foregoing.

Term means the Initial Term, as well as any extensions thereto as mutually agreed in writing by ArcelorMittal and Contractor.

Termination Date means midnight on the date stated in the relevant Purchase Order, except



in case of early termination as per Clause 7 (Default and Termination). By the Termination Date, and unless otherwise mutually agreed in writing by ArcelorMittal and Contractor, all Goods and/or Services commissioned shall have been duly delivered to ArcelorMittal and all Contractor's Personnel, equipment and materials shall have been demobilised from ArcelorMittal's site or plant where Delivery occurs.

Third Party Claim(s) means any and all demands or claims, filed by a third party against ArcelorMittal, for a remedy or assertion of a right under, arising out of or in connection with this Agreement in respect of:

- (i) loss or destruction of, or damage to, or loss of use of any third party property; and/or
- (ii) any personal injury to or death of any person;

arising out of or in connection with any act or omission of Contractor and/or its subcontractors.

Warranty means a legally binding assurance given by the manufacturer or provider of Goods and/or Services, which confirms, among other things, that the Goods and/or Services are (i) fit for use as represented, (ii) free from defective material and workmanship, and (iii) meet statutory and/or other specifications. The warranty describes the conditions under, and period during, which the manufacturer or provider will repair, replace, accept return, re-perform or otherwise compensate for, the defective Goods and/or Services without cost to ArcelorMittal (or any other buyer or user).

Warranty Period means the period indicated in the Form of Agreement, during which any Defective Goods and/or Services supplied by Contractor under this Agreement shall be repaired, replaced, returned, re-performed otherwise compensated for in accordance with the Warranty.

1.2 In the Agreement, unless the contrary intention appears:

- (i) a person includes any person, company, partnership, joint venture, association, corporation or other body corporate and any governmental department or agency;
- (ii) if there is a conflict between these General Terms for Goods and/or Services and the Purchase Order the Parties agree that the order of precedence shall be as follows:

Relevant Purchase Order(s);
General Terms for Goods and/or
Services. and

- (iii) For the avoidance of doubt the terms and conditions contained in the General Terms for Goods and/or Services shall, unless ArcelorMittal expressly agrees otherwise in writing, take precedence over any Purchase Order issued with reference to this Agreement and any other documentation passing between the Parties. In the event of a conflict between this Agreement and such other documentation the provisions contained in this Agreement shall prevail.

- (iv) provisions including the words "agree", "agreed" or "agreement" require the agreement to be recorded in writing and signed by both ArcelorMittal and Contractor.

2. Term Extensions and Non-Exclusivity

2.1. Contractor shall deliver the Goods and/or perform the Services in a timely manner and shall expend all reasonable efforts to deliver the Goods and/or to complete the Services by the Dates for Delivery set out in the Form of Agreement or in any relevant Purchase Order.

2.2 ArcelorMittal shall have the right to unilaterally extend this Agreement, upon the same terms and conditions, beyond the Initial Term for a period of up to six (6) months (the "six-month extension"), by serving written notice to this effect upon the Contractor.

2.3 Any extensions to the Initial Term or to any extended term, beyond the six (6) month extension, must be mutually agreed by ArcelorMittal and Contractor in writing.

2.4 These General Terms for Goods and/or Services do not confer upon Contractor any exclusivity in respect of any Goods and/or Services.

3. Supply of Goods and/or Services

3.1. All Goods and/or Services are and will be provided and delivered in accordance with (i) Good Industry Practice, (ii) the specifications requested by ArcelorMittal



and (iii) in accordance with all Applicable Laws and regulations.

3.1.1. Warranty for the Goods:

All Goods supplied by Contractor shall:

- (i) be of merchantable quality and fit for the purpose disclosed or implied in this Agreement;
- (ii) have a life expectancy commensurate with what would be expected of similar goods or equipment provided for similar purposes by a competent and reputable supplier or contractor;
- (iii) be properly manufactured, and strictly in accordance with any applicable manufacturing drawings;
- (iv) comply with the technical specifications or description informed to Contractor and requested in writing by ArcelorMittal;
- (v) comply with all relevant Applicable Laws and industry and safety standards;
- (vi) be free from any encumbrance, lien, mortgage, security or charge in favour of a third party or any other third party interest, from the time of Delivery to ArcelorMittal; and
- (vii) be supplied according to the Incoterms defined in the Form of Agreement.

3.1.2. Warranty for the Services:

- (i) The Contractor shall carry out the Services with all of the skill, care and diligence expected of a properly qualified and competent Contractor experienced in performing Services of a similar size, scope, complexity and purpose.
- (ii) The Contractor warrants that it has adequate expertise and resources to perform the Services and that it shall devote the time and attention necessary for the proper performance of all of the Services.
- (iii) The Contractor warrants that the Services shall comply with this Agreement. The Contractor further warrants that the Services shall be free from defects or omissions (including, but not limited to, defects and omissions in the design, performance, workmanship and materials used or developed in connection with the Services) until the expiry of the Warranty Period.

3.2. Any Goods and/or Services which do not comply with Contractor's Warranty and/or

Clauses 3.1 (Supply of Goods and/or Services) above shall, at ArcelorMittal's sole option and at Contractor's cost:

- (i) **In respect of Goods:** the defective Goods shall be replaced,
- (ii) **In respect of Services:** the defective Services shall be re-performed either by Contractor or another contractor of ArcelorMittal's choice; and
- (iii) ArcelorMittal shall be fully compensated for the defective Goods and/or Services.

3.3. Contractor shall:

- (i) obtain all Applicable Permits, licences, exemptions, consents and approvals required for the performance of its obligations under the Agreement; and
- (ii) comply with the Policies and Rules and any lawful direction given by ArcelorMittal in respect of the supply or provision of Goods and/or Services, particularly (but without implying limitation) the obligations set out in Clauses 4.1 and 4.2 (Health, Safety, Environment and Security) hereunder.

4. Health, Safety, Environment and Security

4.1 Safety at work, in particular safety of Personnel and any visitors to ArcelorMittal's sites or premises, is a priority for both Parties. As a fundamental value, no priority may override safety. ArcelorMittal and Contractor fully endorse this principle, in so far as it relates to the performance of obligations under the Agreement.

4.2 Contractor shall comply with all relevant safety rules included in the Policies and Rules, including (without implying limitation) those related to protective clothing and safety equipment and any local rules applicable to ArcelorMittal's plants or sites.

4.3 Contractor undertakes to abide by the principles and to comply with the obligations set out in ArcelorMittal's Code for Responsible Sourcing, which forms an integral part of the Policies and Rules. Contractor is further strongly encouraged to collaborate with ArcelorMittal to identify opportunities to improve responsible business practices in the areas of health and safety, human rights, ethics and environmental stewardship.



- 4.4** Contractor shall not undertake or cause to be undertaken any action not permitted by a valid Environmental Permit in its possession or in ArcelorMittal's possession and applicable to the provision of the Goods and/or Services associated with this Agreement.
- 4.5** Contractor undertakes to abide by ArcelorMittal's corporate environmental Policies, Rules and any environmental management plan that it is instructed to follow or to produce to ArcelorMittal's satisfaction. The Policies and Rules can be accessed through ArcelorMittal's website (corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies).
- 4.6** Contractor accepts the full responsibility of its actions on any part of the Environment and undertakes to limit and ameliorate its deleterious impacts.
- 4.7** Contractor's acceptance shall include, and Contractor shall fully indemnify and hold ArcelorMittal harmless against:
- (i) liability for damage or pollution to any part of the Environment caused by the actions of itself or its agents;
 - (ii) liability for any clean-up and rehabilitation costs identified as required for environmental damage or pollution attributed to Contractor following investigations by ArcelorMittal or the regulatory authorities; and
 - (iii) liability for any prosecution costs or fines for environmental damage or pollution attributed to Contractor following investigations by the regulatory authorities.
- 5. Remuneration**
- 5.1** In consideration for the satisfactory performance of Contractor's obligations under the Agreement, ArcelorMittal will pay the Fees set out in the relevant Purchase Order.
- 5.2** The Fees shall be the sole consideration payable to Contractor under the Agreement, and are deemed to include:
- (i) all risks, liabilities and obligations expressed and/or implied in the Agreement or incurred in the performance of Contractor's obligations;
 - (ii) all applicable Taxes and contributions;
 - (iii) all insurance coverage defined herein or requested by ArcelorMittal and agreed with by Contractor;
 - (iv) all costs related to Contractor's equipment and/or materials, including mobilisation and demobilisation, which may become necessary during the Term of this Agreement or on the Termination Date;
 - (v) all costs related to the obtaining of Applicable Permits;
 - (vi) all costs related to Contractor's Personnel or Subcontractors' Personnel being present, at all times and on time, to supervise, monitor and assist with the delivery, movement, installation, as well as tests of the Goods; and
 - (vii) all payments for the use of any IP rights, including those of third parties.
- 5.3** In particular, Consultant shall be fully and solely responsible for the compliance with and the payment and/or remittance of all national and local tax regulations whether for services or otherwise, in any other case an any other applicable rate. Consultant shall pay all costs and contributions due to the National Security Fund and any other taxes that may be charged by any of the governmental authorities.
- 6. Invoicing and Payment**
- 6.1** ArcelorMittal will pay each Invoice issued by Contractor as indicated in the relevant Purchase Order. Payment shall be made within thirty (30) days as from the end of the month in which the Invoice is received by ArcelorMittal.
- 6.2** Upon prior notice sent to Contractor, ArcelorMittal shall be entitled to withhold payment, in whole or in part as applicable, of any Invoice if Contractor fails to meet the requirements of the corresponding Purchase Order, in which case Contractor shall have no claims over interest, penalties or any other form of compensation.
- 6.3** ArcelorMittal may credit toward the payment of any monies otherwise due to Contractor hereunder any monies that Contractor may now or hereafter owe to ArcelorMittal or to any of its Affiliates.

7. Default and Termination

- 7.1 Notwithstanding any other provision in these Terms for Goods and/or Services which expressly entitles ArcelorMittal to exercise a right of termination, ArcelorMittal may terminate the Agreement, in whole or in part, with immediate effect and by notice to Contractor in accordance with Clause 19 (Notices) if Contractor (including any of its or its subcontractors' Personnel):
- (i) commits an act of fraud, fraudulent misrepresentation, negligence or wilful misconduct in respect of any matter undertaken or required to be undertaken under the Agreement;
 - (ii) commits a breach of any provision of the Agreement which is not capable of remedy;
 - (iii) commits a breach of any provision of the Agreement which is capable of remedy and Contractor fails to remedy that breach at its own expense and to the reasonable satisfaction of ArcelorMittal within fourteen (14) days of a notice by ArcelorMittal specifying the nature of the breach; or
 - (iv) commits a breach of any provisions of the Agreement in connection with Clauses 4 (Health Safety and Environment), 8 (Insurance), 11 (Intellectual Property), 12 (Confidentiality), 15 (Fraud), 16 (Corruption), 17 (Trade Sanctions) and 18 (Fraud).
- 7.2 Termination under Clause 7.1 (Default and Termination) shall occur without prejudice to any claims by ArcelorMittal for damages suffered as a result of the breach or violation for which Contractor shall indemnify ArcelorMittal and hold ArcelorMittal harmless.
- 7.3 Either Party may immediately terminate the Agreement, by notice in writing to the other Party in accordance with Clause 19 (Notices), if at any time, the other Party becomes insolvent.
- 7.4 ArcelorMittal may, at any time, terminate the Agreement, in whole or in part, without cause, by giving Contractor no less than thirty (30) days' notice in writing.
- 7.5 Termination or expiry of the Agreement shall be without prejudice to any rights and remedies accruing to ArcelorMittal and Contractor before such termination or expiry.

8. Insurance

- 8.1 At the Commencement Date, Contractor shall have in place and maintain, and ensure that any of its subcontractors and their subcontractors have in place and maintain, during the entire Term, all insurance policies necessary to cover Contractor's liabilities under the Agreement, including without limitation, Professional Indemnity, Third Party, as well as Public and Product Liability.
- 8.2 Contractor shall provide ArcelorMittal with evidence of the currency and appropriateness of each insurance policy required and applicable to the Agreement.
- 8.3 Details of the insurance coverage required under the Agreement are set out in the relevant Purchase Order(s).
- 8.4 The Contractor shall be solely responsible for payment of the applicable insurance policy deductible amount under its insurance as well as deductible amounts under ArcelorMittal's insurance in respect of any loss caused by Contractor or its Personnel and shall not be entitled to recover any such amounts from ArcelorMittal.
- 8.5 In no event will the coverage or limits of any insurance maintained by the Contractor under the Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way the Contractor's obligations or liability to ArcelorMittal under the Agreement.
- 8.6 Contractor's insurance policies shall remain in full force and effect throughout the Term of this Agreement.
- 8.7 Immediately upon request by ArcelorMittal, Contractor shall provide copies of any insurance certificates so requested. The insurance certificates shall contain, as a minimum, the information listed in this Agreement and in each Purchase Order.

9. Title and Risk in relation to Goods

- 9.1 Title in any Goods passes to ArcelorMittal when ArcelorMittal pays for the relevant Goods. Risk regarding any of the Goods remains with the Contractor until Delivery.

10. Liability and Indemnities

- 10.1 Contractor is liable for and shall indemnify and hold ArcelorMittal, including its



Personnel, Affiliates and Affiliates' Personnel (the "Indemnified Parties") harmless against any and all losses, liabilities, damages, fines, costs, expenses, demands, Third Party Claims, lawsuits, actions or proceedings which the Indemnified Parties may suffer or incur as a result of or in connection with any acts, omissions, wilful misconduct, negligence, default, non-compliance and/or breach by Contractor, including its Personnel and/or its subcontractors' Personnel, in connection with the Agreement, except to the extent that the same was caused solely by any act or neglect of any of the Indemnified Parties seeking indemnification.

10.2 Except for the liabilities set out in Clause 10.2 (Liability and Indemnities), neither Party will be liable for any consequential, indirect or special loss or damages of any nature whatsoever, whether based on contract, warranty, tort (including negligence) or otherwise including (but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue or loss of profits whether the latter are direct or indirect.

10.3 The limitation of liability in Clause 10.2 (Liability and Indemnities) does not and shall not apply in relation to liability:

- (i) in respect of any Third Party Claims;
- (ii) for any act or omission of fraud, fraudulent misrepresentation, negligence or wilful misconduct of Contractor, its Personnel and/or its subcontractors' Personnel, including death or personal injury resulting therefrom;
- (iii) any penalty imposed for breach of an Applicable Law in connection with the performance of Contractor's obligations under the Agreement;
- (iv) for breach of Clauses 4 (Health Safety and Environment), 8 (Insurance), 11 (Intellectual Property), 12 (Confidentiality), 15 (Fraud), 16 (Corruption), 17 (Trade Sanctions) and 18 (Fraud) hereunder;
- (v) any loss arising from an occurrence which should be covered by a policy of insurance in the name of Contractor or

any of its subcontractors or their subcontractors, as required under the Agreement;

- (vi) any loss or damage to ArcelorMittal's property for which Contractor has assumed custody and control;
- (vii) any loss or liability of ArcelorMittal as a result of Contractor's failure to pay any subcontractor;
- (viii) in respect of any payment of Liquidated Damages payable by the Contractor under the terms of this Agreement; or
- (ix) in respect of any liabilities for which Contractor has provided an indemnity to ArcelorMittal under this Agreement;

11. Intellectual Property

11.1 Contractor gives ArcelorMittal a non-exclusive, royalty free licence to use all background IP to the extent necessary to enable ArcelorMittal to exercise its rights under the Agreement.

11.2 Contractor acknowledges and agrees that all IP shall be vested in ArcelorMittal and shall be ArcelorMittal's property as and when created, and Contractor hereby assigns all rights, title and interest in and to the IP to ArcelorMittal (including, but not limited to, any IP created prior to or after the Commencement Date).

11.3 Contractor shall not disclose, reproduce or otherwise deal with the IP, or allow any other person to do the same, for any purpose other than to provide Goods and/or Services pursuant to the Agreement.

11.4 Contractor warrants that:

- (i) it owns the Intellectual Property rights and that the use of the IP does not and will not infringe or violate any rights of third parties (including, without limitation, any third parties' Intellectual Property rights);
- (ii) the performance of any of its obligations under the Agreement does not and shall not infringe or violate any rights of third parties (including, without limitation, any third parties' Intellectual Property rights);
- (iii) it will, at no further cost to ArcelorMittal, procure all licences and consents to use any Intellectual Property rights of a third party which may be or become necessary to perform its obligations under the Agreement; and



(iv) it has the right to assign all IP to ArcelorMittal in accordance with clause 11.1 (Intellectual Property).

11.5 In the event that any Goods and/or Services become the subject of lawsuits or claims of infringement of IP rights, Contractor shall promptly: (i) obtain the right for ArcelorMittal to use the relevant Goods and/or Services; or (ii) modify or replace the relevant Goods and/or Services so that the infringement ends.

11.6 Modification or replacement pursuant to Clause 11.5 (Intellectual Property) shall never, in any circumstances, result in a decrease or reduction of the functionality or performance of such Goods and/or Services.

11.7 The rights of ownership and copyrights in any designs, drawings, samples and other documents delivered to Contractor by ArcelorMittal belong to and shall remain with ArcelorMittal. Such items may not be duplicated or disclosed by Contractor to third parties at any time without ArcelorMittal's prior written consent.

11.8 Contractor agrees to indemnify and hold ArcelorMittal harmless from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred by ArcelorMittal as a result of or in connection with any alleged patent, registered design, design right, trademark, copyright or other intellectual property rights infringement asserted against ArcelorMittal arising out of the provision of the Goods and/or the performance of the Services by the Contractor under this Agreement, or as may arise from the Goods and/or Services being provided to ArcelorMittal under this Agreement, and the Contractor shall defend, at the Contractor's sole expense, any suit involving ArcelorMittal alleging any such infringement by reason of the foregoing causes or any of them and shall hold ArcelorMittal harmless from any judgement entered in any such action.

12. Confidentiality

12.1 Contractor agrees to maintain, and ensure that all its Personnel maintain the Agreement, its contents and any information disclosed to it by ArcelorMittal in connection with the Agreement with the utmost confidentiality, using the same

degree of care to prevent disclosure to third parties of such information as it would to avoid disclosure, publication or dissemination of its own business secrets or information of a similar nature.

12.2 Notwithstanding the foregoing, Contractor is permitted to disclose the existence and content of the Agreement, but only on a strictly need-to-know basis, upon prior written notice to ArcelorMittal and to the limited extent disclosure is required, in the following cases:

- (i) to its professional advisors;
- (ii) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (iii) where required by the rules of any stock exchange on which the shares or other securities of the Contractor are listed; and
- (iv) where required by any Applicable Laws or regulations pertaining to this Agreement.

13. Taxes

13.1 Should any Taxes, dues or levies in the nature of Taxes be levied on, in respect of, or in relation to, the performance of Contractor's obligations under this Agreement, particularly the supply or provision of Goods and/or Services, these will be to Contractor's account. Contractor shall be responsible for the payment of, and shall indemnify and hold ArcelorMittal harmless from and against those Taxes and shall provide documentary evidence of the payment of those Taxes if and when made on ArcelorMittal's behalf.

14. Assignment and Subcontracting

14.1 Contractor shall not assign or subcontract the Agreement or any part thereof except with the prior written consent of ArcelorMittal, and to a subcontractor approved by ArcelorMittal, which consent can be refused at ArcelorMittal's absolute discretion.

14.2 The Contractor shall be responsible for the acts or defaults of any subcontractor, its agents or employees, as if they were the acts or defaults of the Contractor. The Contractor further warrants, represents and undertakes to ArcelorMittal that it and any subcontractors engaged to provide the Goods and/or Services possess the requisite level of expertise and



experience in relation to the provision of the Goods and/or Services envisaged under this Agreement.

14.3 The Contractor shall indemnify ArcelorMittal for any loss or damage suffered or any cost or expense incurred by ArcelorMittal as a result of the Contractor's or its Subcontractor's failure to comply with any Applicable Laws.

14.4 Contractor shall not mortgage, charge or encumber the Agreement, or any part of it, or any benefit, moneys or interest under it without ArcelorMittal's prior written consent.

14.5 ArcelorMittal may, at any time, assign or novate all of the benefits and all of the rights, obligations and duties under the Agreement to any of its Affiliates.

15. Fraud

15.1 ArcelorMittal and Contractor shall take all necessary steps, in accordance with Good Industry Practice, to prevent any fraudulent activity in relation to the Agreement by either of them (including all Personnel).

16. Corruption

16.1 ArcelorMittal and Contractor agree to comply fully with all Applicable Laws relating to anti-corruption including those in the jurisdictions where they are registered and the jurisdictions where the Agreement will be performed, and to comply with ArcelorMittal's Anti-Corruption Procedure, which forms an integral part of the Policies and Rules.

16.2 Neither Party will offer or give, or agree to give, to any employee, agent, servant or representative of the other Party, or to any government official, 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 the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

16.3 Both ArcelorMittal and Contractor warrant that they have not made any payments or given any gifts, nor have they promised or agreed to make any payments or give any

gifts to any employee, agent, servant or representative of the other Party, or any government official, in connection with the Agreement.

16.4 Where a Party or Party's Personnel, or anyone acting on the Party's behalf, engages in conduct prohibited by this Clause 16 (Corruption), the other innocent Party shall be entitled to:

- (i) terminate this Agreement in accordance with Clause 7 (Default and Termination) and recover from the Party in default the amount of any loss suffered resulting from such termination; or
- (ii) recover in full from the Party in default any other loss sustained as a consequence of any breach of this clause, whether or not the Agreement has been terminated.

17. Trade Sanctions

17.1 ArcelorMittal and Contractor represent and warrant that they will comply with any Applicable Laws relating to trade sanctions. They shall also ensure that as a result of, or in connection with, the Agreement:

- (i) no Goods and/or Services or technology will be provided in breach of such laws; and
- (ii) no persons or entities that are or have been listed on official sanctions lists under Applicable Laws relating to a trade sanctions are involved or could benefit from the Agreement.

18. Business Practices

18.1 Each Party shall comply with all Applicable Laws, orders, rules and regulations applicable to the performance of its obligations under this Agreement and such other laws, orders, rules and regulations applicable to either Party, all Personnel or this Agreement, including, but not limited to, those against corruption, fraud, money-laundering and tax evasion and, in that connection, each Party shall not undertake or cause to be undertaken any activities which are illegal or unlawful under the Applicable Laws.

19. Notices

19.1 Subject to Clause 19.2 (Notices), any notice, approval, consent, demand or other communication under or in



connection with the Agreement shall be in writing and in the English language.

19.2 All communications exchanged by the Parties shall be either:

- (i) delivered personally;
- (ii) sent by first class by an internationally recognised courier and, when possible, sent overnight;
- (iii) sent by first class post
- (iv) sent by facsimile; and/or
- (v) sent by e-mail,

to the addresses or numbers indicated in the Purchase Order or to the last notified address or number of each Party.

19.3 Whenever a Party sends a notice or communication by facsimile or e-mail to the other Party, such notice/communication shall be followed by any of the methods described in Clause 19.2 (i), (ii) or (iii) (Notices). In this event, and provided that the notifying Party complies with the obligation set out in this Clause 19.3, the notice or communication shall be deemed served on the date indicated in Clause 19.4 (Notices) below.

19.4 Unless there is evidence that it was received earlier, a notice or communication hereunder is deemed served:

- (i) if delivered personally, when left at the address of the other Party;
- (ii) if sent by courier or post, on the next day after the communication was sent; and
- (iii) if sent by fax or email, twelve (12) hours after the time set out in the sender's message.

20. Force Majeure

20.1 Any delay or failure in either Party performing this Agreement shall be excused and shall not give rise to any claim for compensation or damage by the other Party if, and to the extent, caused by an occurrence beyond the reasonable control of the Party affected, including, but not limited to, an event which could not have been reasonably foreseen or avoided, including, but not limited to, general strikes other than strikes limited to the workforce of, or provided by, the Contractor, embargo, sabotage and civil

commotion, non-availability or shortage of fuel, electricity, raw materials, any act of God including, but not limited to, natural calamities such as typhoons, tidal waves, fires, droughts, floods, earthquakes, accidents, disease, acts of a public enemy, war or war-like events (or threats thereof, whether war is declared or not), acts of any local, national or supranational authority, government or state including of a port authority.

20.2 If a Party declares Force Majeure, that Party shall:

20.2.1 submit a written notice of it to the other Party, with an explanation as to why its performance has been or may be prevented or delayed and its expectations as to the duration of the Force Majeure event. Such written notice shall be submitted in accordance with Clause 19 (Notices) as promptly as practicable and, in any event, not later than five (5) days after occurrence of said event; and

20.2.2 keep the other Party informed of any changes in the circumstances causing the Force Majeure event, including the end of such event.

20.3 Pending resumption of performance by the affected Party for causes exempted by this Clause 20 (Force Majeure), the other Party may suspend its own performance, with the exception of payment obligations for prior performance.

20.4 An affected Party shall use its best endeavours to remedy or, if this is not possible, mitigate the effect of any Force Majeure event and comply with its obligations under this Agreement. Such endeavours shall be discussed and agreed by both Parties.

20.5 Cessation of Force Majeure

20.5.1 When ArcelorMittal reasonably believes that a Force Majeure event has ended (whether that Force Majeure event was relied upon by ArcelorMittal or the Contractor) it may serve a written notice upon Contractor requesting Contractor to resume the provision of the Goods and/or Services. This notice shall contain the date upon which the provision of the Goods and/or Services shall

recommence, which shall be reasonable, in the circumstances, but shall be in no event be longer than fourteen (14) days from the date of the notice.

20.5.2 If Contractor fails to recommence the provision of the Goods and/or Services, on or before the date contained in the notice, then ArcelorMittal shall have the right to terminate this Agreement in accordance with Clause 7.1 (Default and Termination).

20.6 If Contractor declares Force Majeure:

20.6.1 ArcelorMittal may obtain equivalent Goods and/or Services from alternative sources/suppliers, as may reasonably be required during the period that the effects of such Force Majeure event subsist; and/or

20.6.2 If ArcelorMittal reasonably anticipates that the Force Majeure occurrence will cause a prolonged delay to the provision of the Goods and/or Services ArcelorMittal may terminate this Agreement. Contractor shall not be entitled to any compensation on such termination other than for the provision of the Goods and/or Services satisfactorily completed up to the time of termination for which the Contractor has not already received payment and which ArcelorMittal had previously agreed in writing should be performed. The meaning of "prolonged" in this sub-clause shall depend upon the nature of the provision of Goods and/or Services and the effect of the delay or period of interruption on ArcelorMittal's overall work schedules and programmes of which the provision of the Goods and/or Services form part. So far as reasonably possible this will be agreed in writing by both parties after receipt of a notice of Force Majeure.

21. Governing Law and Jurisdiction

This Agreement, any non-contractual obligations arising out of it, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales.

22. Settlement of Disputes

22.1 If a dispute (including controversies or claims) arises under or in connection with this Agreement ("Dispute"), either Party may notify the other of the subject of the Dispute and request an amicable settlement.

22.1.1 If the Dispute is Site-specific, then the Parties' Representatives must confer at least once to endeavour, in good faith, to resolve the Dispute or to agree on methods of doing so; and if the Dispute is not resolved at Site level within seven (7) days of the Dispute being notified or is not Site-specific, either Party may require that the Dispute be referred to senior management of the Parties.

22.1.2 If the Parties have not successfully managed to resolve the Dispute within thirty (30) days as from the date that the Dispute is referred to the Parties' senior management, either Party may notify the other that the Dispute shall be finally resolved by arbitration in accordance with Clause 23 (Arbitration).

23. Arbitration

23.1 Subject to Clause 22, (Settlement of Disputes), all disputes, controversies or claims arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules.

23.2 It is further agreed that:

23.2.1 The place of arbitration shall be London;

23.1.2 The language of the arbitration shall be English; and

23.1.3 Two or more arbitrations commenced pursuant to this clause (Arbitration) may be consolidated into a single arbitration, as provided for in the ICC Rules.

23.2 Notwithstanding any Dispute or conflict resolution procedure, Contractor shall continue without delay to supply and/or provide the Goods and/or Services in accordance with this Agreement, while ArcelorMittal shall continue to make payments regarding the provision of the



Goods and/or Services as they are performed by Contractor to the satisfaction of ArcelorMittal.

24. Right of Set Off

ArcelorMittal may credit towards the payment of any monies otherwise due to Contractor hereunder any monies that Contractor may now or hereafter owe to ArcelorMittal or to any of its Affiliates.

25. Storage and Shipping of Rejected Goods

In the event of rightful rejection of all or part of any delivery, Goods rejected shall be stored and shipped back by the ArcelorMittal at Contractor's expense and risk.

26. Supply of Spares

Contractor warrants that it will supply the Goods, and parts or components thereof for repair, maintenance or extensions, through the whole period of the Order, including the warranty period, and further warrants that their production or distribution will not be halted. If Contractor decides to stop production of all or part of the Goods after the end date of the Order, Contractor shall inform ArcelorMittal of this fact at least one year in advance, so that the ArcelorMittal still has an opportunity to place additional orders.

27. Agreement Terms

These General Terms for Goods and/or Services or the Purchase Order may not be varied, unless agreed upon by both Parties and recorded, in writing, in an amendment attached to this Agreement.

28. Remedy

Each Party may exercise a right, remedy or power in any way it considers appropriate.

29. Waiver

- (i) Waiver of any right arising from a breach of the Agreement shall be in writing and executed by the party granting the waiver. Failure of ArcelorMittal to insist upon strict compliance with any of the terms and conditions hereof or failure or delay to exercise any rights or remedies herein or at law, or the acceptance of Goods and/or Services or the making of payments

hereunder shall not be deemed to be a waiver of any right of the ArcelorMittal to insist upon strict performance of this Agreement.

- (ii) If a party does not exercise a right, remedy or power at any time, this does not mean that the party cannot exercise such right, remedy or power later.

30. Severability

If any provision of the Agreement is held unenforceable or invalid by a competent authority, or if a provision becomes ineffective because of changes in Applicable Laws and regulations, or in their interpretations, the enforceability or validity of the other and remaining provisions of the Agreement shall not be affected thereby. In this event, ArcelorMittal and Contractor agree to negotiate, in good faith and guided by the principles of reason and fairness, an appropriate modification to the Agreement to reflect the changes required by law, without affecting the general economic balance of the Agreement and taking into account the economic objectives of both ArcelorMittal and Contractor.

31. Language

This Agreement is written in English and it constitutes the original and authentic version.

32. Further Action

Except as expressly provided in the Agreement, each Party shall pay its own costs and expenses of negotiating, preparing and executing the Agreement and any other instrument in connection hereto.

33. Relationship

ArcelorMittal and Contractor are independent contracting parties and nothing in the Agreement shall make either Party an agent or legal representative of the other for any purpose whatsoever. Nor does the Agreement grant either Party any authority to assume or to create an obligation on behalf or in the name of the other Party.

34. Expenses

ArcelorMittal is not responsible to Contractor for any payments in respect of any employment related expenses including wages, annual leave, sick leave, long service leave, workers' compensation, accidents, sickness or other expenses.

35. Counterparts

35.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

35.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

35.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

36. Non- Solicitation

36.1 To protect ArcelorMittal's rights in Confidential Information and any other proprietary rights or property of ArcelorMittal, the Contractor agrees not to directly or indirectly encourage nor seek to influence any executive officer (as defined below) to quit or leave ArcelorMittal's employment nor to commence employment with the Contractor or any third party, during the Term of (i) this Agreement or (ii) any other agreements entered into between ArcelorMittal Affiliate and for an additional one (1) year following termination or expiration thereof, without the prior written consent of ArcelorMittal's Head of Human resources. Such obligation shall also be binding on any Affiliate of the Contractor.

36.2 For the purposes of this provision, executive officer means General Managers, Vice President and Executive President who is an employee of ArcelorMittal or any of its Affiliates.

36.3 The Contractor hereby acknowledges that a breach by the Contractor of the provisions relating to Confidential Information, ArcelorMittal's proprietary information, or non-solicitation will cause ArcelorMittal irreparable injury and damage for which remedies at law would be inadequate. Therefore, the Contractor hereby agrees that ArcelorMittal shall be entitled to seek injunctive and/or other equitable relief to prevent a breach or threatened breach of this Agreement, or any part of it, and to secure its performance.

36.4 In addition to the above provision, in case the Contractor solicited an executive officer, the Contractor shall pay within thirty (30) days of the date of ArcelorMittal's written demand an amount equal to one year salary of the concerned ArcelorMittal employee as liquidated damages for breach of this non-solicitation obligation; the Parties agree and acknowledge that the Contractor's liquidated damages for breach of non-solicitation obligation represents a genuine pre estimated damage of the Buyer.

37. Determinations

Whenever there is a dispute ArcelorMittal shall proceed, in accordance with this Clause 37 (Determinations), to agree or determine any matter, and ArcelorMittal shall consult with the Contractor in an endeavour to reach agreement. If agreement is not achieved, ArcelorMittal shall make a fair determination in accordance with the Agreement, taking due regard of all relevant circumstances.

ArcelorMittal shall give notice to the Contractor of each agreement or determination, and each Party shall give effect to each agreement or determination, unless and until revised under Clause 22 (Settlement of Disputes) or Clause 23 (Arbitration).

38. Data Protection

The Parties agree to comply with the terms of this Clause 38 (Data Protection).

“Personal Data” means any data relating to an identified or identifiable person (i) provided by ArcelorMittal which comes into the possession of the Contractor or any Contractor Affiliates pursuant to this Agreement (ii) created under or arising out of data provided by ArcelorMittal pursuant to this Agreement (iii) automatically generated by the provision of the Goods and/or Services by the Contractor to ArcelorMittal.

ArcelorMittal is and will remain the Data Controller and the Contractor will solely act as Data Processor with respect to Personal Data. Contractor shall not process any Personal Data (including Personal Data originally processed by ArcelorMittal), unless it is acting to provide the Goods and/or Services described in this Agreement or under specific written instructions of ArcelorMittal. In the event that the Contractor is required to process Personal Data for any other purpose by applicable law, the Contractor shall, to the extent permissible by law inform ArcelorMittal of such processing with details of the legal requirement as soon as possible.

The Contractor shall ensure that the Contractor's staff, who have access to or are responsible for the processing of Personal Data, are bound by contractual or statutory obligations of confidentiality.

Upon the termination or expiration of this Agreement, or upon written request by ArcelorMittal, the Contractor shall: (i) immediately cease processing the Personal Data; and (ii) return to ArcelorMittal, or at ArcelorMittal's option destroy, the Personal Data and all copies, notes or extracts thereof, within seven (7) business days of the date of termination or expiration of this Agreement or of receipt of request. Upon the request of ArcelorMittal, the Contractor shall also confirm in writing that it has complied with the obligations set forth in this clause.

The Contractor shall at all times comply with:

(i) the requirements of the Cyber Security Risk Assessment system for assessing the Contractor's compliance to ArcelorMittal's

global IT security standards, as described in the Appendix; and

(iii) all relevant laws and regulations relating to data protection (hereinafter the **“Data Protection Laws”**).

In the event and to the extent that the Data Protection Laws impose stricter obligations, including stricter security measures on the Contractor than under this Agreement, the Data Protection Laws shall prevail.

The Contractor shall not communicate or otherwise transfer any Personal Data to any third party including any of the Contractor's subsidiary or sub-contractor (hereinafter the **“Sub-Processor”**) without the prior written consent of ArcelorMittal which consent may be withheld for any reason or for no reason at ArcelorMittal sole discretion. Prior to seeking ArcelorMittal's consent, the Contractor shall provide ArcelorMittal with full details of the proposed Sub-Processor's involvement including but not limited to the identity of the Sub-Processor, its data security record, the location of its processing facilities, a description of the access to ArcelorMittal Data proposed and any other information ArcelorMittal may reasonably request in order to assess the risks involved in allowing the Sub-Processor to process Personal Data. ArcelorMittal may, as a condition of providing its consent to any proposed sub-processing, require the Contractor to enter into a written agreement with the Sub-Processor containing equivalent terms to this Agreement (provided that the Contractor shall not be entitled to permit the Sub-Processor to further sub-contract or otherwise delegate all or any part of the Sub-Processor's processing without ArcelorMittal's prior written consent at ArcelorMittal's sole discretion).

In any event the Contractor shall procure that its authorized Sub-Processor complies in all respects with the data protection obligations contained in this Agreement and with all Data Protection Laws. Notwithstanding the engagement of a Sub-Processor, the Contractor shall remain fully responsible and liable to the ArcelorMittal for the performance of this Agreement.



When applicable under European Directive 95/46 (“ED 95/46”) or European Union Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data – the General Data Protection Regulation (“GDPR”) as amended or replaced from time to time, as the case may be, ArcelorMittal may require the Contractor to execute such additional terms, including without limitation executing the Standard Contract Clauses for the transfer of Personal Information to third countries under Directive 95/46/EC or the GDPR as the case may be, and the Contractor shall abide by them.

The Contractor shall make available to ArcelorMittal all information necessary to demonstrate compliance with its data protection obligations and allow for and contribute to audits, including inspection, conducted by ArcelorMittal or an auditor mandated by the ArcelorMittal, at no cost to ArcelorMittal. The Contractor shall communicate to ArcelorMittal any and all audit reports issued by the Contractor's Internal Audit Department related in whole or in part to the Goods and/or Services provided to ArcelorMittal.

Taking into account the nature of the personal data processing and the information available to the Contractor, the Contractor will provide assistance to ArcelorMittal in ensuring compliance with ArcelorMittal's obligations under the ED 95/46 or GDPR as the case may be to (i) implement appropriate technical and organisational measures in relation to Personal Data to ensure a level of security appropriate to the risk, (ii) notify personal data breaches to the supervisory authority and to the data subjects and (iii) carry out data protection impact assessments. In addition, the Contractor will notify in writing the ArcelorMittal IT Compliance & Security Officer of any security breach or suspected security breach that has, or might have, compromised the privacy or security of any ArcelorMittal data (including Personal Data) within twenty-four (24) hours of the detection of such breach or

suspected breach. Such notification shall include: (i) a description of the nature of the personal data breach (including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of personal data records concerned), (ii) the name and contact details of the data protection officer or other contact point where more information can be obtained, (ii) a description of the likely consequences of the personal data breach if such consequences would not be clear to ArcelorMittal (iii) all measures already taken and to be taken by the Contractor in order to cure the breach or suspected breach. Where the Contractor cannot provide all this information at the same time within the twenty four (24) hour period, the information may be provided in phases without undue delay.

The Contractor shall fully assist ArcelorMittal including by implementing appropriate technical and organisational measures where possible, with responding to any Data Subject's request to exercise one of his/her data protection rights conferred by the ED95/46 or GDPR (including the right to access his/her Personal Data). In the event the Contractor is directly required by a Data Subject to provide information regarding his/her Personal Data, the Contractor shall immediately forward such request to ArcelorMittal and the Contractor shall not provide any response to the Data Subject without being required to do so by ArcelorMittal.

The Contractor shall assist ArcelorMittal in fulfilling registration or other applicable requirements under privacy or data protection laws, including without limitation, providing requested information and registering with data protection authorities or joining self-regulatory programs as requested by ArcelorMittal.

39. Survivorship

The provisions of Clauses 1 (Definitions), 2 (Terms Extensions and Non-Exclusivity), 3 (Supply of Goods and/or Services), 4 (Health, Safety, Environment and Security), 5

(Remuneration), 6 (Invoicing and Payment), 7 (Default and Termination), 9 (Title and Risk in relation to the Goods), 10 (Liability and Indemnities), 11 (Intellectual Property), 12 (Confidentiality), 13 (Taxes), 19 (Notices), 21 (Governing Law and Jurisdiction), 22 (Settlement of Disputes), 23 (Arbitration), 24 (Right of Set Off), 25 (Storage and Shipping of

Rejected Goods), 26 (Supply of Spares), 29 (Waiver), 30 (Severability), 32 (Further Action), 33 (Relationship), 34 (Expenses), 36 (Non-Solicitation) 37 (Determinations) and 38 (Data Protection) and this Clause 39 (Survivorship) shall survive the termination or expiry of this Agreement, for whatever reason, indefinitely.

Appendix: ArcelorMittal's Cyber Security Risk Assessment system

ArcelorMittal has a Cyber Security Risk Assessment system for assessing Contractor compliance to ArcelorMittal's Global IT Security standards. ArcelorMittal uses a Third-party Comprehensive Risk Standard system which is based on the National Institute of Standards and Technology Cyber Security Framework (hereinafter referred to as "**NIST**") and SP 800-171 standards, as well as meeting EU General Data Protection Regulation requirements (hereinafter referred to as "**Risk Assessment**").

If the Contractor is providing electronic services to ArcelorMittal either on-premise or in the cloud (off-premise), the Contractor will be asked by ArcelorMittal to complete an online Risk Assessment.

The Risk Assessment tool contains a hyperlink specific to the Contractor, to be used to complete detailed questions regarding the Contractor's current cloud security capabilities against the NIST standards.

The completion of the Risk Assessment by the Contractor is mandatory.