



## GENERAL TERMS FOR GOODS AND/OR SERVICES

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### 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(s), 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 sanction 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 2 (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 delivery to the Delivery Point of Goods supplied by the Contractor, as stated in the relevant 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 relevant 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).

**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 any 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, 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 (<http://corporate.arcelormittal.com/who-we-are/supply-chain/responsible-sourcing>). 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 any 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 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, the Purchase Order and other Schedules hereto, the Parties agree that the order of precedence shall be as follows: Relevant Purchase Order(s); Form of Agreement; Special Terms; General Terms for Goods and/or Services; and
- (iii) 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.

**2.1** 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.

**2.2** Any extensions to the Initial Term or to any extended term, beyond the six-month extension, must be mutually agreed by ArcelorMittal and Contractor in writing.

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

- (i) **In respect of Goods:** the defective Goods shall be replaced;
- (ii) **In respect of Services:** the defective Services shall be reperformed 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 works associated with this Contract.

**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 (<http://corporate.arcelormittal.com/who-we-are/supply-chain/responsible-sourcing>).

**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.

## 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 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;
- (iv) commits a breach of any provisions of the Agreement in connection with Clauses 4 (Health, Safety and Environment), 8 (Insurance), 11 (Intellectual Property), 2 (Confidentiality), 14.5 (Fraud), 0 (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 and 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 Contract, 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 Contract.

**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 of or 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

## 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

party which may be or become necessary to perform its obligations under the Agreement; and

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

**11.5** In the event 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.

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 strict 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, whose 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**

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 would 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;
- (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 Works. This notice shall contain the date upon which the Works 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 Works, 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 (iii) 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 Works ArcelorMittal may terminate this Agreement. Contractor shall not be entitled to any compensation on such termination other than for Works 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 Works and the effect of the delay or period of interruption on ArcelorMittal's overall work schedules and programmes of which the Works 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**

**22.2** 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.

**22.2.1** 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.

**22.2.2** 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

**23.2** 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.

**23.3** It is further agreed that:

**23.3.1** The place of arbitration shall be London;

**23.3.2** The language of the arbitration shall be English; and

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

**23.4** Notwithstanding any Dispute or conflict resolution procedure, Contractor shall continue without delay to perform and execute the Works and supply and/or provide the Goods and/or Services in accordance with this Agreement, while ArcelorMittal shall continue to make payments regarding the Works as they are performed by Contractor to the satisfaction of ArcelorMittal.

## 24 Right of Set Off

ArcelorMittal may credit toward the payment of any monies otherwise due 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

**29.2** 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 the 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 Contract.

**29.3** 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 this 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

**35.2** 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.

**35.3** 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.

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

### 36 Non – Solicitation

**36.2** To protect ArcelorMittal's rights in Confidential Information and any other proprietary 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 Contract 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 be binding on any Affiliate of the Contractor.

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

**36.4** 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 Contract, or any part of it, and to secure its performance.

**36.5** 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's 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 this non-solicitation obligation represents a genuine pre estimated damage of the Buyer.

### 37 Survivorship

The provisions of Clauses 1 (Definitions), 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), 14 (Assignment and Subcontracting), 19 (Notices), 20 (Force Majeure), 21 (Governing Law), 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) and this Clause 37 (Survivorship) shall survive termination of this Agreement, for whatever reason, indefinitely.