



# ArcelorMittal

## 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 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.

**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.

**Business Day** means a day on which banks are open for business in the state, province or territory identified in the addresses for the Parties as shown in the Head Agreement.

**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.

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

**Delivery** means the delivery of Goods and/or Services, as indicated and defined in the relevant Purchase Order.

**Fees** means the price payable by ArcelorMittal to Contractor in relation to the performance of Contractor’s obligations under the Agreement.

**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.

**Good Industry Practice** means the practices, methods and acts engaged in or approved by a person or entity which, in the conduct of its undertaking, exercises that degree of due diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced persons or entities.

**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, and in accordance with these General Terms for Goods and/or Services.

**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.

**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.

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

**Personnel** means:

- (i) in relation to ArcelorMittal, any of its employees, agents, consultants, representatives or employees, agents, consultants, representatives of any of ArcelorMittal’s Affiliates;
- (ii) in relation to Contractor, any of its employees, subcontractors, their subcontractors, agents, consultants 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, consultants 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 or provision of Goods and/or Services under the Agreement and which includes, without limitation, the following information: (i) scope of the works, (ii) Commencement Date and Termination Date, (iii) insurance coverage required, as well as (iv) Delivery terms.

**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. By the Termination Date, and unless otherwise mutually agreed in writing by ArcelorMittal and Contractor, all Goods and/or Services commissioned must have been duly delivered to ArcelorMittal and all Contractor’s Personnel, equipment and materials must 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 the 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.
- 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 (a) the Purchase Order will prevail over all other documents or provisions and (b) the Schedule referenced with the lowest number will prevail over the other Schedules and these General Terms for Goods and/or Services, in this order; 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 Any extensions to the Initial Term or to any extended term must be mutually agreed by ArcelorMittal and Contractor in writing.
- 2.2 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 as included in the relevant Purchase Order(s) and (iii) in accordance with all applicable laws and regulations.
- 3.1.1 Each Purchase Order issued by ArcelorMittal must be acknowledged in writing by the Contractor within 2 (two) Business Days.
- 3.2 Contractor must:
- (i) obtain all applicable permits, licences, exemptions, consents and approvals required for the performance of its obligations under the Agreement;
  - (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 4.2 and 4.3 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 must 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.
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 will 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 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 must be made within 30 (thirty) 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 will 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 will have no claims over interest, penalties or any other form of compensation.
7. **Default and Termination**
- 7.1 Notwithstanding any other provision in these General 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, 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 14 (fourteen) 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, 8, 11, 12, 15, 16, 17 and 18.

- 7.2 Termination under clause 7.1 will occur without prejudice to any claims by ArcelorMittal for damages suffered as a result of the breach or violation, for which Contractor must 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, if:
- (i) at any time, the other Party becomes insolvent;
  - (ii) a Force Majeure event causes the suspension of performance of the other Party's obligations, including the supply or provision of Goods and/or Services, for a continuous period of 3 (three) months or a cumulative period of 6 (six) months in any 12 (twelve)-month period.
- 7.4 ArcelorMittal may, at any time, terminate the Agreement, in whole or in part, without cause, by giving Contractor no less than 30 (thirty) days' notice in writing.
- 7.5 Termination or expiry of the Agreement will be without prejudice to any rights and remedies accruing to ArcelorMittal and Contractor before such termination or expiry.
- 7.6 The provisions of this clause 7 and of clauses 10 and 11 will survive expiry or termination of the Agreement, for whatever reason, indefinitely.
- 7.7 The confidentiality obligations under clause 12 will survive expiry or termination of the Agreement and will continue in full force and effect for a period of 3 (three) years after the expiry or termination date of the Agreement.
- 8. Insurance**
- 8.1 At the Commencement Date, Contractor must 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 must 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).
- 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 will 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 10.3, 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 does not and will 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 8, 11, 12, 15, 16, 17 and 18 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.
- 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 will be vested in ArcelorMittal and will 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 must 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 will 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;
  - (iv) Contractor has the right to assign all IP to ArcelorMittal in accordance with clause 11.1.
- 11.5 In the event any Goods and/or Services become the subject of lawsuits or claims of infringement of IP rights, Contractor must 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 must 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 will 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.
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 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 laws or regulations applicable to the Agreement.
13. **Taxes**
- 13.1 Should any taxes, dues or levies in the nature of taxes (collectively, "Taxes") be levied on, in respect of, or in relation to, the performance of Contractor's obligations under the Agreement, particularly the supply or provision of Goods and/or Services, these will be to Contractor's account. Contractor will be responsible for the payment of those Taxes and will provide documentary evidence of the payment of those Taxes if and when made on ArcelorMittal's behalf.
14. **Assignment and Subcontracting**
- 14.1 Contractor must 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 Contractor may 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.
- 14.3 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 must 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 anti-corruption laws, 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, the other innocent Party will be entitled to:
- (i) terminate the Agreement in accordance with clause 7 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 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 trade sanctions laws. They will 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;
  - (ii) no persons or entities that would have been listed on official sanctions lists under applicable trade sanctions laws are involved or could benefit from the Agreement.
18. **Business Practices**
- 18.1 Each Party must comply with all laws, orders, rules and regulations applicable to the performance of its obligations under the Agreement and such other laws, orders, rules and regulations applicable to either Party, all Personnel or the Agreement, including but not limited to those against corruption, fraud, money-laundering and tax evasion (the "Relevant Laws") and, in that connection, each Party must not undertake or cause to be undertaken any activities which are illegal or unlawful under the Relevant Laws.

19. **Notices**
- 19.1 Subject to clause 19.2, any notice, approval, consent, demand or other communication under or in connection with the Agreement must be in writing and in English language.
- 19.2 All communications exchanged by the Parties must be either:
- (i) delivered personally;
  - (ii) sent by first class 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 must be followed by any of the methods described in clause 19.2 (i), (ii) or (iii). In this event, and provided that the notifying Party complies with the obligation set out in this clause 19.3, the notice or communication will be deemed served on the date indicated in clause 19.4 (iii) 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, 12 (twelve) hours after the time set out in the sender's message.
20. **Force Majeure**
- 20.1 Force Majeure events include, but are not limited to, general strikes, embargo, sabotage and civil commotion, any act of God including but not limited to natural calamities such as typhoons, tidal waves, fires, droughts, floods, earthquakes, accidents, 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 must:
- (i) 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, as well as its expectations as to the duration of the Force Majeure event. Such written notice must be submitted in accordance with clause 19 as promptly as practicable and, in any event, not later than 5 (five) days after occurrence of the event; and
  - (ii) keep the other Party informed of any changes in the circumstances causing the Force Majeure event, including the end of such event.
- 20.3 If Contractor declares Force Majeure, 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.
- 20.4 Subject to clause 7.3 (ii), and except as provided by this clause 20, the affected Party must use its best endeavours to remedy or mitigate the effect of the
- Force Majeure event and comply with its obligations under the Agreement.
21. **Other Matters**
- 21.1 **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.
- 21.2 **Remedy.** Each Party may exercise a right, remedy or power in any way it considers appropriate.
- 21.3 **Waiver.** Waiver of any right arising from a breach of the Agreement must be in writing and executed by the party granting the waiver. 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.
- 21.4 **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 will 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.
- 21.5 **Governing Law and Jurisdiction.** ArcelorMittal and Contractor accept the laws of England and Wales as the proper laws to govern the Agreement and the Parties hereby submit to the exclusive jurisdiction of the English Courts.
- 21.6 **Language.** The Agreement is written in English and it constitutes the original and authentic version.
- 21.7 **Further Action.** Except as expressly provided in the Agreement, each Party must pay its own costs and expenses of negotiating, preparing and executing the Agreement and any other instrument in connection hereto.
- 21.8 **Relationship.** ArcelorMittal and Contractor are independent contracting parties and nothing in the Agreement will 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.