

**CONTRACTOR WORK MASTER AGREEMENT (AMUSA-102)
FOR ARCELORMITTAL COMPANIES IN THE USA (February 2013)**

This **CONTRACTOR WORK MASTER AGREEMENT** for is made as of _____, between _____
(Date)

_____ Full Legal Name of Contractor ("Contractor")	_____ Full Legal Name of ArcelorMittal Company ("Owner Signatory")	
_____ Contractor State of Incorporation	_____ State of Incorporation	
_____ Address of Contractor	_____ Address of Owner Signatory	
_____ Contractor Signature	_____ Owner Signatory Signature - Procurement	_____ Owner Signatory Signature - Operations
_____ Title – Printed	_____ Title – Printed	_____ Title – Printed
_____ Officer Name-Printed	_____ Officer Name – Printed	_____ Officer Name – Printed

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner Signatory and Contractor agree as follows:

1.
 - a. The "Safety Handbook" shall mean the Contractor Safety, Health and Environment Handbook and Truckload Carrier Safety Standard, as amended from time to time, and accessible at: <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.
 - b. The "AMUSA-102 General Terms and Conditions" shall mean the AMUSA-102 General Terms and Conditions for Contractor Work for ArcelorMittal Companies in the USA attached hereto, or if not attached, those accessible at: <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> at the time of issuance of the Purchase Order.
 - c. A "Purchase Order" under this Contractor Work Master Agreement shall mean a document identified as a "Purchase Order," "Order," or "Blanket Order, Emarket Order" issued by Owner to Contractor which may contain (i) the nature and scope of the services and/or goods for the Contractor to perform and/or supply (the "Contractor Work"), (ii) the price (or manner for calculating the price) to be paid to Contractor for performing the Contractor Work and payment terms therefor (the "Contract Price"), and (iii) the schedule or other statement of when the Contractor is to perform the Contractor Work (the "Contract Schedule"). Unless the Owner associated with a particular Order is Owner Signatory, Owner Signatory shall not be liable or responsible to the Contractor for Owner's failure to pay for Work or for any other Owner default or breach of this of a Contractor Work Contract. The liabilities of each Owner arising out of or in connection with this Contractor Work Master Agreement shall be several and not joint, nor joint and several.
 - d. The "Other Contractual Documents", individually and collectively, shall mean other documents that the Owner may issue from time to time as contemplated under the documents listed in Subparagraphs a, b or c above.
 - e. All capitalized terms not otherwise defined shall have the meanings set forth in the AMUSA General Terms and Conditions.
2. From time to time, any Owner Company may, but is not obligated to, issue one or more Purchase Orders to Contractor.
3. Contractor may, but is not obligated to, accept a Purchase Order either by express acceptance thereof or by beginning performance of the Contractor Work specified therein or by not rejecting the Purchase Order within five (5) business days of receipt. Each Contractor acceptance of a Purchase Order shall create a separate binding and enforceable contract (a "Contractor Work Contract") with respect thereto, with each Contractor Work Contract consisting of the Safety Handbook, the AMUSA-102 General Terms and Conditions, the Purchase Order (including without limitation the Contractor Work, Contract Price and Contract Schedule (or equivalent terminology) as defined and specified in the Purchase Order) and any Other Contractual Documents; and acceptance shall also be deemed to mean Contractor's acknowledgement that it has read, understands and accepts all terms, conditions and provisions in each of said documents.
4. For each Contractor Work Contract, Contractor shall (i) complete the Contractor Work, including without limitation the performing of all work, the providing of all goods and services, and the furnishing of all materials, tools, equipment, labor and supervision, construction, installation, design, scheduling, procurement, and/or any other articles and activities necessary or incidental to the timely completion of the Contractor Work, (ii) meet the Contract Schedule, and (iii) be paid the Contract Price, all of (i), (ii) and (iii) subject to and in strict compliance with all terms, conditions and provisions of the Contractor Work Contract.
5. In the event any inconsistencies or discrepancies arise among any parts of the Contractor Work Contract and the precedence is not otherwise specified, (i) the Safety Handbook shall take precedence over the AMUSA-102 General Terms and Conditions, (ii) the AMUSA-102 General Terms and Conditions shall take precedence over the Purchase Order; and (iii) the Purchase Order shall take precedence over the Other Contractual Documents.
6. This Contractor Work Master Agreement shall not be binding unless fully executed by the parties (including dual signatures by Owner). The Owner Operations signature does not bind any other Owner Company – it is only intended to comply with ArcelorMittal's dual signature requirement. This Contractor Work Master Agreement will supersede any prior agreements between an Owner Company and Contractor for services performed by Contractor on any Owner Company premises in the United States and shall apply to all services performed by Contractor on any Owner Company premises in the United States after the execution of this Agreement, whether or not a purchase order issued by any Owner Company to Contractor references this Contractor Work Master Agreement.

IN WITNESS WHEREOF, Owner Signatory and Contractor have each executed this Contractor Work Master Agreement by causing their duly authorized representative(s) to affix their signature(s) above.

**GENERAL TERMS AND CONDITIONS
FOR CONTRACTOR WORK
FOR ARCELORMITTAL COMPANIES IN THE USA (February 2013)**

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SECTION 1. DEFINITIONS

Unless otherwise defined elsewhere in a document taking precedence over these AMUSA-102 General Terms and Conditions, capitalized terms shall have the following definitions throughout this Contractor Work Contract:

- (i) "Applicable Laws" means all local, state and federal ordinances, codes, rules, regulations, specifications and laws, including without limitation environmental laws, regulations and standards, safety and building codes, and emergency planning and community right-to-know laws that are (1) currently applicable to Contractor's performance of the Work and to all goods and services to be provided to Owner under this Contractor Work Contract, or (2) enacted as of the date of creation of this Contractor Work Contract and scheduled to become applicable on a date or dates certain.
- (ii) "Change Orders" has the meaning set forth in Section 6 of these AMUSA-102 General Terms and Conditions.
- (iii) "Claims" means any and all claims, actions, suits, demands, arbitrations and causes of action or other similar activity made, filed, done or attempted or submitted for or on account of any actual or alleged liabilities, losses, damages, fines, penalties, awards, judgments, decrees, orders, holdings, determinations, opinions, costs and expenses of every kind and amount whatsoever (including without limitation reasonable attorney's fees), on account of or as a result of any actual or alleged loss of, damage to or defect in property or any actual or alleged disease, illness or injury, including death, of one or more persons.
- (iv) "Completion Date" has the meaning specified in the Purchase Order applicable to this Contractor Work Contract.
- (v) "Contract Price" means the payment Contractor will receive in consideration of fully performing this Contractor Work Contract in accordance with all of its terms and conditions.
- (vi) The "Contract Schedule" means all timing and sequencing aspects of fully performing this Contractor Work Contract in accordance with all of its terms and conditions.
- (vii) "Contractor" means the Party or Parties identified as the "Contractor" on the Execution Sheet, and, solely for purposes of specifying the Contractor's obligations under this Contractor Work Contract, shall include the Contractor's employees, agents, Subcontractors (as hereinafter defined) and Suppliers (as hereinafter defined) at any tier.
- (viii) "Current or Former Owner's Employee or Relative" means any person who is currently or was within the past three (3) years a salaried, non-represented employee of any ArcelorMittal company (a "Current or Former Employee") and any person who is a parent, child or sibling or current spouse of a Current or Former Employee.
- (viii) "Hazardous Material" shall mean petroleum or petroleum products, radioactive materials, and any hazardous substance, material, or waste which is defined or listed or regulated by any local, state, or federal governmental authority including, without limitation, (i) any material or substance which is (A) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., (B) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., (C) identified as "hazardous constituents" in 40 CFR, Part 261, Appendix VIII, or (D) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq., and (ii) polychlorinated biphenyls, asbestos, or any other substance subject to the National Emissions Standard for Hazardous Air Pollutants as found in 40 CFR 61.
- (ix) "Job Site" means the location at Owner's facility where the Work is to be performed.
- (x) "Owner" means the Owner Company issuing the Purchase Order applicable to this Contractor Work Contract.

- (xi) "Owner Companies" means Owner Signatory and any entity that is organized under the laws of a state in the United States and is directly or indirectly controlled by, or under control of ArcelorMittal SA.
- (xii) "Owner's Authorized Representative" means any person whom Owner designates to Contractor in writing as Owner's Authorized Representative.
- (xiii) "Owner's Engineer" means any person whom Owner designates to Contractor in writing as the Owner's Engineer.
- (xiv) "Owner's Indemnitees" means Owner, all Owner Companies and each of their respective directors, officers, employees, and agents.
- (xv) "Parties" means Owner and Contractor.
- (xvi) "Plans and Specifications" means those plans and/or specifications that depict and/or specify in the normal and customary usage of the trade the Project and the operational requirements and quality standards for the Project and all components thereof, including without limitation all technical or engineering requirements relating to the Work.
- (xvii) The "Project" means the general totality of all of Owner's and Contractor's activities contemplated in connection with this Contractor Work Contract.
- (xviii) "Subcontractor" means any person or company contracting directly with or indirectly through Contractor at any tier to furnish Contractor with any services or goods and services under this Contractor Work Contract.
- (xix) "Supplier" means any person or company contracting directly with or indirectly through Contractor to supply goods under this Contractor Work Contract.
- (xx) The "Statement of Work" means all forms of specifying the aspects of the scope of work to be delivered or provided by Contractor in fully performing this Contractor Work Contract in accordance with all of its terms and conditions, said meaning to include but not limited to plans and specifications, equipment, product or facility capabilities and descriptions, and the like associated with the Contractor's activities, all as set forth in the Purchase Order.
- (xxi) The "Work" means all aspects of Contractor's performance of the Statement of Work, including without limitation the performing of all work, the providing of all goods and services, and the furnishing of all materials, tools, equipment, labor and supervision, construction, installation, design, scheduling, procurement, and/or any other articles and activities necessary or incidental to the timely completion of this Contractor Work Contract in accordance with all of its terms and conditions.

SECTION 2. GENERAL PROVISIONS

- (a) This Contractor Work Contract represents the entire agreement of the Parties with respect to the subject matter hereof; and no agreement or understanding in any way modifying this Contractor Work Contract (including change orders) shall be binding upon Owner or Contractor unless made in a writing that both (i) states that it amends this Contractor Work Contract, and (ii) is signed by an authorized representative of each of Owner and Contractor. All other agreements or alleged agreements and any proposals made prior to this Contractor Work Contract are hereby superseded. Any reference whatsoever to, or any incorporation of, any bid, proposal, offer or quote of Contractor in this Contractor Work Contract shall mean and include no more than the price, schedule, quantity and/or quality terms of Contractor's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Contractor's general terms and conditions of sale. Any reference to Owner's or Contractor's general terms and conditions of purchase, sale or performance in any Purchase Order or any communication or document issued or delivered by Contractor (including, not limited to acknowledgements or invoices) shall not be operative, binding or effective.

- (b) In addition to any other terms, conditions and provisions of this Contractor Work Contract, all Work at such facilities or on such projects as Owner may stipulate shall be performed under The National Maintenance Agreement and any local addendum thereof.
- (c) Any captions used in this Contractor Work Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any term, condition or provision of this Contractor Work Contract.
- (d) It is the intent of the Parties that whenever possible, each term, condition and provision of this Contractor Work Contract shall be interpreted in such manner as to be effective and valid under Applicable Law, and that if any term, condition or provision of this Contractor Work Contract shall be rendered ineffective by or found to be invalid under Applicable Law, such term, condition or provision shall be deemed ineffective or invalid only to the minimum extent necessary, without invalidating the remainder of such provision or the remaining provisions of the Contractor Work Contract.
- (e) All documentary parts of this Contractor Work Contract are complementary; what is called for by one part is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in any parts of this Contractor Work Contract, Contractor shall notify Owner before proceeding with the Work affected thereby.
- (f) Except as otherwise expressly specified in this Contractor Work Contract, Contractor shall provide and pay for all goods, services, utilities and facilities necessary for the execution and timely completion of the Work.
- (g) The failure of either Party to enforce at any time any of the terms, conditions and provisions of this Contractor Work Contract or to require at any time performance by the other Party of any of the other Party's obligations shall in no way be construed to be a present or future waiver of such provisions or in any way to affect the validity of this Contractor Work Contract or any part hereof, or the right thereafter to enforce each and every such term, condition and provision. The express waiver (whether one or more times) by either Owner or Contractor of any term, condition or provision of this Contractor Work Contract shall not constitute a waiver of any future obligation to comply with such term, condition or provision.
- (h) Any monies due for goods or services furnished hereunder may at Owner's option be applied by Owner to the payment of any sums owed by Contractor to any Owner Companies.
- (i) This Contractor Work Contract was arrived at through good faith, arms-length negotiations, and any ambiguity shall not be construed against either Party.
- (j) Unless expressly provided otherwise herein, nothing in this Contractor Work Contract is intended to confer any rights or remedies upon any persons other than Owner and Contractor and their respective successors and permitted assigns or to relieve or discharge the obligation or liability of any persons other than Owner and Contractor or to give any third person any right of subrogation, claim or cause of action against Owner or Contractor.

SECTION 3. SUSTAINABLE DEVELOPMENT; SAFETY

- (a) Within the framework of sustainable development, Owner is strongly committed in terms of safety, health, sustainability and the environment. During the performance of this Contractor Work Contract Contractor shall comply, and cause its Subcontractors to comply, with safety, health and environmental rules specified by Applicable Laws or the Safety Handbook or other rules of Owner especially applicable at the Job Site. Moreover the principles stated in the United Nations Global Compact Treaty being of paramount importance for Owner, Contractor is invited to take all necessary steps in order to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>).
- (b) Disregard for, or multiple or continued violations of, the Safety Handbook or any other applicable safety rules shall be deemed to be a material breach of this Contractor Work Contract. Safety at work, in particular safety of Owner's personnel and those of its suppliers, contractors, and visitors, is a priority for Owner, and no priority may override safety. As a consequence, Owner will not retain contractors failing to

reach high safety requirements and not fully complying with safety rules. Contractor fully endorses these policies and adopts them as its own, insofar as they relate to the performance of its obligations under this Contractor Work Contract. Contractor's signature on the Execution Sheet and the acceptance of any Order shall constitute a representation and warranty by the Contractor that the Contractor has (i) accessed, printed, read, distributed as necessary, and understood the Safety Handbook, (ii) investigated the scope and nature of the Contractor Work specified in the Purchase Order and the location which is the subject of the Contractor Work, and (iii) concluded that it can perform the Contractor Work in accordance with the Safety Handbook and that Contractor Work Contractor can deliver a work product that is consistent with and can be implemented in accordance with the Safety Handbook.

- (c) Unless otherwise specified in the Purchase Order or directed by Owner, Contractor shall control access to the Job Site and be responsible for all persons and Work at the Job Site. In connection with its performance of the Work, Contractor shall continuously protect all persons and property from injuries, damage or loss. Contractor shall provide and maintain guard fences, lights and other protective facilities as required by the Safety Handbook or any public authorities or as reasonably directed by Owner's safety personnel.
- (d) Contractor shall use only duly inspected and certificated equipment and duly licensed operators.
- (e) Contractor shall furnish its personnel with all required protective equipment and enforce the use of such equipment. Owner shall have the right to bar access to Owner's premises of any person who does not use required protective equipment or otherwise comply in all respects with the Safety Handbook or other applicable safety rules.
- (f) The Work shall only begin after the preparation of a prevention and safety plan by Owner, Contractor, and any subcontractor. Contractor's access to the Job Site shall be subject to (i) Contractor having previously obtained from Owner all required authorizations of the Work (in particular in relation to safety matters) according to the Safety Handbook and any other rules applicable to the Job Site, and (ii) all Contractor's staff (including its subcontractors' staff) with access to the Job Site having previously and successfully attended a safety introduction meeting for the Work.
- (g) Unless otherwise specified in the Purchase Order, Contractor shall monthly release to Owner a report stating accident rates and gravity and frequency indicators or any other safety indicators agreed between the Parties. Contractor's rates and indicators shall fully comply with the ones agreed between the Parties throughout the duration of the Contractor Work Contract. If not, then, within a two (2) months time period starting from the date of non-compliance as stated in the monthly report, Contractor shall propose to Owner an action plan providing corrective measures to remedy the non-compliance and shall implement the action plan. Notwithstanding this obligation, the Parties shall meet before the end of the two-month time period, and Contractor shall take all necessary actions to remedy the non-compliance. Contractor shall be responsible for the success, consequences and all costs of deploying and implementing the action plan. If despite a reasonable time period, after the deployment of the action plan the safety rates remain under the expected levels, Owner may in its sole discretion either or both (i) assess liquidated damages for Contractor's non-compliance to the extent specified in this Contractor Work Contract, and/or (ii) consider, as set forth in Section 18(b) hereof, Contractor's non-compliance to be a cause for termination of this Contractor Work Contract for Contractor's breach.
- (h) Upon Owner's request, Contractor shall attend all safety meetings held by Owner relating to the Work.

SECTION 4. COMPLIANCE WITH LAWS, RULES AND POLICIES

- (a) Contractor shall familiarize itself with and comply with all Applicable Laws. The Contractor shall strictly comply with all Applicable Laws in performing the Work; and all goods or services supplied by the Contractor shall in all respects conform to the requirements of all Applicable Laws. Unless otherwise expressly provided elsewhere in this Contractor Work Contract, Contractor shall secure and maintain all applicable permits and certifications; and Contractor shall comply with all reporting requirements required

by any Applicable Laws. Prior to submitting any environmental permit application to any governmental entity required in connection with the Project or Work, Contractor shall meet and confer with Owner or Owner's Authorized Representative to discuss the environmental scope and impact of the Project or Work. In addition, if any governmental entity provides comments on any environmental permit application and/or provides a draft permit for Contractor's review, Contractor shall also meet and confer with Owner or Owner's Authorized Representative to discuss the comments or draft permit. Owner shall have final approval, modification or disapproval rights over the scope and impact of the Project or Work, regardless of Contractor's ability to obtain an otherwise applicable environmental permit. Contractor shall provide Owner with copies of all documents submitted to any governmental entity in connection with the Work or in compliance with any Applicable Laws.

- (b) In the event a change is enacted to any Applicable Law after the creation of this Contractor Work Contract (a "Change in Law") (other than a change scheduled on or before the creation of this Contractor Work Contract to become applicable on a date or dates certain) and such Change in Law directly and materially adversely affects Contractor's performance of its obligations under this Contractor Work Contract, Contractor shall notify Owner in writing and make a reasonable proposal for complying with the Change in Law, including the estimated cost thereof. During the sixty (60) calendar days following delivery of contractor's notice and proposal, the Parties shall negotiate in good faith to reach agreement as to (i) whether the Change in Law should be challenged, including the scope and manner of such challenge; (ii) the most economical and commercially prudent methods for complying with the Change in Law and; (iii) an equitable allocation of any increased costs that result from complying with the Change in Law and an equitable adjustment of the Completion Date as necessary to allow Contractor to comply with the Change in Law; provided, however, that Owner shall not be liable for any Change in Law that is an increase in an income-related or a generally applicable tax or similar cost that increases Contractor's overhead expenses.
- (c) Contractor shall notify Owner immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur with respect to the receipt of monies from Owner.
- (d) Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of Owner any gift, commission or other consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or having refrained from doing, any act in relation to the obtaining or execution of this Contractor Work Contract or any other agreement(s) with Owner, or for showing or refraining from showing favour or disfavour to any person in relation to this Contractor Work Contract or any other agreement(s) with Owner. Further, Contractor warrants that it has not paid commission, nor has agreed to pay commission to any employee, agent, servant or representative of Owner in connection with this Contractor Work Contract or any other agreement(s) with Owner.
- (e) Contractor represents that it has read and understands Owner's "Code of Business Conduct," which is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> and that it has not taken any action inconsistent with or contrary to Owner's Code of Business Conduct in obtaining or performing this Contractor Work Contract. Contractor may be in material breach of this Contractor Work Contract for any violation of the foregoing representations or covenant. In the event that Contractor learns of any violation or alleged violation of Owner's Code of Business Conduct, Contractor shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305.
- (f) Contractor agrees to comply fully with all applicable anti-corruption laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with ArcelorMittal's Anti-Corruption Guidelines which are accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.

Contractor's failure to comply with all applicable anti-corruption laws or ArcelorMittal's Anti-Corruption Guidelines will be deemed to be a material breach of the Contractor Work Contract entitling Owner to terminate the Contractor Work Contract. In that event, Owner may also suspend or withhold payment if it has a good faith belief that Contractor intends to violate any anti-corruption laws. Owner will not be liable for any claims, losses, or damages arising from or related to failure by Contractor to comply with any such

laws or this anti-corruption clause or related to the termination of the agreement under this clause and Contractor will indemnify and hold Owner harmless against any such claims, losses, or damages.

- (g) Contractor represents that it has read and understands Owner's "Human Rights Policy" which is accessible at accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> and covenants that it shall not take any action inconsistent with or contrary to Owner's Human Rights Policy in the performance of this Contractor Work Contract. Violation of the foregoing representations or covenant is a material breach of this Contractor Work Contract.
- (h) Where Contractor or Contractor's employees, servants, subcontractors, suppliers or agents, engages in conduct prohibited by the provisions here above in relation to any Contractor Work Contract, Owner shall be entitled to: (i) terminate this Contractor Work Contract pursuant to Section 18(b) and recover damages from Contractor resulting from such termination; or (ii) recover from Contractor any direct damages sustained by Owner in consequence of any breach of these Section 4(d) whether or not this Contractor Work Contract has been terminated.
- (i) Any clause required under any Applicable Law to be included in this Contractor Work Contract shall be deemed to be incorporated by reference into this Contractor Work Contract.
- (j) Without in any way limiting the requirements of this Section 4, the following shall apply to this Contractor Work Contract:
 - (i) Unless Contractor is exempt, Contractor must comply with the Equal Opportunity Clauses set forth in 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a); the provisions of 41 CFR §61-250.10 and 41 CFR §61-300.10 (both of which relate to veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). Contractor may be required by applicable law to develop affirmative action programs and comply with other provisions of the regulations at 41 CFR Part 60 as well.
 - (ii) Unless Contractor is exempt or unless the Fair Labor Standards Act (FLSA) is inapplicable, Seller's invoices for goods shall state thereon, "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 5, 7 and 12 of the FLSA, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
 - (iii) The OSHA Hazard Communication Standard (29 CFR Section 1910.1200) requires that each hazardous chemical in the workplace be properly labeled and accompanied by an appropriate Material Safety Data Sheet ("MSDS"), so, in accordance with the law, Buyer will not pay any invoice for a hazardous chemical unless it is properly labeled upon receipt and Buyer has received an appropriate MSDS.

SECTION 5. PLANS AND SPECIFICATIONS

- (a) Unless otherwise specified in the Purchase Order, Owner shall communicate the Plans and Specifications to Contractor. Contractor shall do all Work and shall deliver completed Work in strict accordance with the Plans and Specifications. Each element of the Plans and Specifications shall be cumulative, i.e., what is required in any is required in all. Owner will also provide reference drawings, if available. Owner disclaims any representation or warranty as to the accuracy or completeness of any reference drawings that can be reasonably checked by Contractor before use.
- (b) From time to time as may be necessary for the performance of the Work and/or as specified in the Statement of Work, Contractor shall prepare drawings and/or other documents in the nature of detailed installation drawings, shop drawings and the like and submit said drawings and/or other documents to Owner for approval. All said drawings and/or other documents must strictly conform to and satisfy all requirements set forth in the Statement of Work, and Contractor shall perform no Work until said drawings and/or other documents have been approved in writing by Owner's Engineer, provided, however, that any of said drawings and/or other documents that are not disapproved in writing by Owner's Engineer within fifteen (15) business days after receipt by Owner's Engineer shall be deemed approved, and Contractor

may then upon notice to Owner's Engineer perform the Work. Notwithstanding any approval of any of said drawings and/or other documents by Owner's Engineer, Contractor is obligated to deliver Work in accordance with the Statement of Work and with Contractor's warranties set forth in Section 14. Promptly upon completion of the Work, Contractor shall also provide Owner with a written confirmation the Work has been performed in accordance with the Statement of Work in substantially the form of Exhibit A to this Contractor Work Master Agreement.

- (c) In the event of any disagreement between Contractor and Owner concerning the Work to be performed, Contractor shall nevertheless perform in accordance with the instructions of Owner's Engineer (as long as the instructions are within the capability of Contractor, are ethical, legal and do not present a clear safety concern), and the disagreement shall be resolved in accordance with the disputes resolution procedures set forth in Section 31 below. Contractor shall not make any claim for any adjustments on account of a disagreement concerning the Work to be performed unless prior to the commencement of the Work giving rise to such claim Contractor had given Owner written notice of Contractor's intentions to make such claim and an estimate, in as much detail as the circumstances reasonably permit, of the amount thereof.
- (d) Unless otherwise specified in the Purchase Order, at least one complete set of Plans and Specifications and of any drawings and/or other documents relating to the Work shall be maintained in a current revised condition at all times at the Job Site and available for the examination of and use by Owner.
- (e) Unless otherwise specified in the Purchase Order, upon completion of the Work, Contractor shall furnish to Owner, without additional charge, one complete set of the final, as-installed Plans and Specifications, including detail drawings and equipment drawings, completely identified bills of material and instruction/service manuals, together with such additional sets as may be specified elsewhere in this Contractor Work Contract. All plans and drawings shall be reproduced on Mylar or computer software from which prints can be made.

SECTION 6. CHANGED WORK; CHANGE ORDERS

- (a) "Changed Work" shall mean the provision of goods or services in addition to, less than and/or different from the goods or services included within the Work. At any time prior to the completion of the Work, Owner may require Contractor to perform Changed Work.
- (b) Prior to Contractor's commencement of any Changed Work, Owner and Contractor shall reach agreement on any adjustments in the Contract Price and/or any other adjustments including but not limited to a change in the Contract Schedule reasonably resulting from the Changed Work. Upon such agreement, Owner shall issue necessary and customary documentation (a "Change Order") describing the Changed Work and any such adjustments, the payment for which shall be separately invoiced by Contractor. In the event Owner and Contractor do not reach such agreement, Contractor shall nevertheless perform the Changed Work in accordance with a Change Order issued by Owner (as long as the Changed Work is within the capability of Contractor, is ethical, legal and does not present a clear safety concern) indicating a disagreement on adjustments, and the disagreement shall be resolved in accordance with the disputes resolution procedure set forth in Section 31 below. Upon Owner's issuance of a Change Order, Work for all purposes under this Contractor Work Contract shall thereafter mean the Work as modified by the Change Order.
- (c) Contractor shall not make any claim for any adjustments on account of Changed Work unless prior to the commencement of the Changed Work giving rise to such claim Contractor had given Owner written notice of Contractor's intentions to make such claim and an estimate, in as much detail as the circumstances reasonably permit, of the amount thereof.
- (d) In the event that Owner and Contractor agree that it is necessary to perform any Changed Work on a time and material basis, Contractor shall supply Owner with a time and material rate schedule that excludes any charges, rates or costs for all items already included in the charges, rates or costs for unchanged work, which rate schedule shall be subject to approval by the Owner prior to commencement of the Changed Work. Except as otherwise agreed by Owner or inconsistent with or contrary to any other part of this

Contractor Work Contract, the provisions of AMUSA-108 Supplementary Terms and Conditions, Time and Material Work, as amended from time to time, which are accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> shall apply to any Changed Work performed on a time and material basis.

- (e) From time to time, on an emergency basis Owner may orally request Contractor to provide goods or services or both goods and services related or unrelated to this Contractor Work Contract. Notwithstanding anything to the contrary in this Contractor Work Contract, if Contractor provides said goods or services or both, said provision shall be deemed to have been provided as Changed Work, provided, however, that subparagraphs (b) and (c) hereof shall be modified and interpreted in a manner that is fair and reasonable.

SECTION 7. TIME OF PERFORMANCE

- (a) Unless otherwise specified in the Purchase Order, time is of the essence of this Contractor Work Contract, and Contractor shall complete the Work on or before the Completion Date and shall meet any intermediate completion dates specified in this Contractor Work Contract.
- (b) Contractor shall bear the cost of any premium time authorized by Contractor or necessary in order to perform the Work within the time for performance set forth by the Contractor Work Contract, unless Contractor can demonstrate that a delay requiring premium time was caused by Owner. In the event Owner directs Contractor in writing to work at a faster rate so as to complete the Work prior to the Completion Date, Owner shall issue a Change Order reimbursing Contractor for actual premium time, at the rates applicable thereto, on a direct out-of-pocket basis, without further mark-up. Contractor shall invoice separately for any such reimbursable premium time.

SECTION 8. FORCE MAJEURE

Neither Party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure," namely, acts of God or the public enemy, including an embargo, war, fire, flood, earthquake, terrorist attack, epidemic or other calamity, or other cause beyond the reasonable control of the affected Party; provided, however, that it is understood between the Parties that normal weather conditions, commercial impracticability, or inability to procure labor or materials for any reason other than Force Majeure shall not constitute an excuse for failure to perform the Work within the time for performance required by this Contractor Work Contract. Further, events of any type affecting Contractor's Subcontractors or Suppliers shall not be considered as events of Force Majeure excusing non performance of this Contractor Work Contract. Any Party wishing to claim Force Majeure as an excuse for non-performance or failure of timely performance must promptly notify the other Party in writing of (i) the nature of the Force Majeure being claimed, (ii) its best estimate of the number of days of delay expected to result therefrom, (iii) the steps it proposes to take to reduce to the minimum the number of days of delay, and (iv) the date on which the Force Majeure claimed as an excuse for non-performance terminates; provided, however, that in no event may either Party claim Force Majeure as an excuse for non-performance or failure of timely performance if performance will be delayed for less than five (5) consecutive days. The sole remedy for any permitted delays resulting from Force Majeure shall be an extension of the period of time for performance of those obligations affected by the Force Majeure occurrence for the minimum time period necessary to overcome the effect of such Force Majeure, provided, however, that if a claimed Force Majeure event exceeds more than 30 total days within a six (6) month period the Parties agree to meet to decide the next course of action, which may include termination.

SECTION 9. OWNER'S RIGHT TO SPECIFIC GOODS AND FIRST REFUSAL

- (a) Whenever the Statement of Work refers to specific goods, trade names or manufacturers, it is done for the purpose of establishing a standard of durability, efficiency and appearance and not for the purpose of limiting potential sources of supply. Contractor shall furnish to Owner for its approval the name of the manufacturer

of any goods before incorporation into the Work, together with complete specifications and such other pertinent information as Owner may request. The Contractor may use substitutes, but only on the condition the Contractor first requests and receives written permission to do so. Unless otherwise specified in writing, all goods supplied or incorporated into the Work shall be new and of good quality. Any goods incorporated without such approval shall be at the risk of Owner's subsequent rejection.

- (b) Owner shall have a right of first refusal to supply to Contractor any goods to be incorporated in the Work that are of a type customarily manufactured, distributed or sold by Owner. Upon Owner's request, Contractor shall submit a list of all required goods customarily manufactured, distributed or sold by Owner in connection with the Work to the Owner as soon as possible, so that Owner may evaluate which of such requirements Owner is able to and desires to supply to Contractor. Any decision by Owner to supply goods under this Subsection 9(b) shall be considered to be Changed Work for which Owner shall issue a Change Order in accordance with Section 6.

SECTION 10. SUBCONTRACTORS AND SUPPLIERS

- (a) Owner shall have the right to approve all Subcontractors employed for the Work and Suppliers of all major items of material and equipment to be incorporated into the Work. If requested by Owner, Contractor shall provide Owner the identification of all Subcontractors and Suppliers that Contractor intends to engage in connection with the Work. All Subcontractors and Suppliers shall be subject to the terms, conditions and provisions of this Contractor Work Contract, and Contractor shall cause such terms, conditions and provisions to be included in all subcontracts. Owner, at its discretion, may require that Contractor provide Owner with the form (without prices) of any subcontract or other agreement with any Subcontractor or Supplier before the same is awarded. Nothing contained in the Contractor Work Contract shall be construed so as to create any contractual relation between any Subcontractor or Supplier and Owner, nor shall it create any obligation on the part of Owner to pay or guarantee payment of any sums of money to any Subcontractor or Supplier.
- (b) It is the Owner's policy to seek out and utilize the services of minority-owned businesses and women-owned businesses in a manner consistent with their growing capabilities. In keeping with this policy, Contractor shall employ reasonable efforts to utilize minority owned businesses as Subcontractors.

SECTION 11. CONTRACTOR PERSONNEL

- (a) Any employee of Contractor that is objectionable or unsatisfactory to Owner shall be removed from the Work and replaced by an employee satisfactory to Owner.
- (b) Contractor shall indemnify, defend, release and hold Owner's Indemnitees harmless from and against all costs and liabilities arising from any Claims by any labor organization or collective bargaining unit representing, claiming to represent, or attempting to organize Contractor's employees in connection with the Work or otherwise.
- (c) Contractor shall provide to Owner proof of pre-hire 10 panel drug screening per the United States Department of Health and Human Services and/or Department of Transportation regulations for all Contractor and Subcontractor personnel, inclusive of supervision and site management, who shall enter onto any real property owned or controlled by any of Owner's Indemnitees. Where applicable, the area Building Trades drug and alcohol testing programs will be honored and administered. Periodic validation of compliance will be in accordance with the Building Trades local area guidelines or Owner stipulated requirements for that facility. In the event of an accident on any real property owned or controlled by any of Owner's Indemnitees (or for other reasonable cause), Owner shall have the right to direct Contractor to perform the drug screening of any involved Contractor or Subcontractor employee, agent or invitee and to remove such persons from Owner's premises.
- (d) Contractor shall notify Owner of any Current or Former Owner's Employee or Relative who has an ownership interest (direct or indirect) in Contractor (unless Contractor is a publicly traded company) or who will provide personal or technical services or services on Owner's premises in connection with this

Contractor Work Contract; and Contractor shall obtain the prior written approval of an authorized executive of Owner for any Current or Former Owner's Employee or Relative whom Contractor will use to sell or market goods or services to Owner. Owner shall have the right in its sole discretion to deem any Current or Former Owner's Employee or Relative objectionable or unsatisfactory to Owner. In the event Contractor fails to perform its obligations under this Section 11(d), Owner shall have the right in its sole discretion to deem Contractor in material breach of this Contractor Work Contract.

SECTION 12. WORK TO BE FURNISHED BY OWNER

Except as otherwise expressly set forth in this Section or unless otherwise specified in the Purchase Order, Owner shall have no obligations in respect to the performance of the Work other than to provide access to the Job Site for Contractor's employees, equipment and material.

SECTION 13. CONTRACTOR'S USE OF OWNER'S PROPERTY

- (a) Contractor shall not use any personal property of any Owner's Company in the performance of any Work, including without limitation cranes, powered industrial trucks, safety equipment, environmental monitoring equipment, medical equipment, lighting, mechanical and electrical equipment, ladders, and scaffolding, unless prior written permission is granted by Owner. CONTRACTOR ACKNOWLEDGES AND AGREES THAT ANY PERSONAL PROPERTY OF ANY OWNER'S COMPANY THAT CONTRACTOR USES SHALL BE USED "AS IS," AND THAT OWNER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PROPERTY OR CONTRACTOR'S USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Contractor uses any personal property of any Owner's Company, such personal property shall be deemed to be under the sole custody and control of Contractor during the period of Contractor's use. While in its possession or control, Contractor shall be liable for loss of or damage to such property of Owner however such loss or damage shall occur. Contractor, at its sole cost and expense, shall be responsible for regular maintenance and minor repairs to personal property of any Owner's Company being used by Contractor, but Contractor shall not make any modification, alteration or addition thereto.
- (b) When Contractor requires assistance from Owner in the form of personnel to operate machinery, equipment or tools, Contractor shall submit a written request to Owner. Before using any personnel assigned by Owner in response to Contractor's request, Contractor shall review and approve their qualifications; and Contractor's use of any Owner-assigned personnel shall be deemed conclusive evidence that Contractor has assumed all liabilities in connection with any activities performed by them.
- (c) Contractor expressly agrees to indemnify, defend and save harmless the Owner's Indemnitees from and against any and all Claims in connection with Contractor's use of personal property or personnel of Owner, including without limitation Claims based on defects or alleged defects in the personal property of Owner or based on the negligence or incompetence or alleged negligence or incompetence of personnel supplied by Owner or Owner's Indemnitees.

SECTION 14. CONTRACTOR'S WARRANTIES

- (a) In addition to any other warranties by Contractor, express or implied by law, Contractor hereby represents and warrants to Owner that all goods and services provided by Contractor shall, as applicable (i) satisfy all requirements set forth in the Statement of Work; (ii) strictly conform with all plans and specifications and any other requirements regarding quality contained in this Contractor Work Contract, (iii) be new and not previously used, (iv) when Contractor is responsible for the design or engineering of the Work, be fit for the use specified or communicated, (v) be free from defects in material and workmanship, and when Contractor is responsible for design or engineering, be free from design or engineering defects, and (vi) all services included in the Work will be performed in a good an workmanlike manner in accordance with the level of expertise commonly attained by, and the professional standards generally applicable to, major, nationally recognized organizations that perform such services.

- (b) Unless otherwise specified in the Purchase Order, Work not strictly conforming with the foregoing warranties at any time during the period ending twenty-four (24) months after completion of this Contractor Work Contract shall be deemed to be defective and shall at Owner's request and at Owner's convenience, but at Contractor's sole expense, be repaired, replaced or re-performed as may be reasonably elected by Owner. Contractor's obligation hereunder shall extend to any portion of associated facilities that are damaged as a result of defective material, workmanship, design or engineering.
- (c) With respect to any warranty claim made by Owner, Contractor shall promptly inform Owner as to when Contractor will make the repair, replacement or re-performance elected under Section 14(b) above. If, in the reasonable judgment of Owner, the response time proposed by Contractor is not adequate to avoid or minimize Owner's downtime or loss of operation or, if Contractor cannot be contacted, Owner may make such repair, replacement or re-performance at Contractor's expense.
- (d) The foregoing warranties and all remedies for breach thereof are non-exclusive, cumulative to the extent permitted by law and in addition to any other rights and remedies available to Owner.
- (e) Unless otherwise specified in the Purchase Order, where goods incorporated into the Work are manufactured by others, Contractor shall transfer to Owner the benefit of all warranties with respect to such goods.

SECTION 15. INSPECTION OF MATERIALS AND WORKMANSHIP

- (a) All portions of the Work shall be subject to inspection by Owner at all places where the Work may be performed; provided, however, that: (i) Owner shall not unreasonably interfere with Contractor's performance of the Work; and (ii) with respect to any portion of the Work that is to be performed other than at the Job Site Owner shall provide reasonable advance notice of such inspection and such inspection shall occur only during ordinary working hours. Contractor shall provide Owner with all necessary and reasonable information concerning the Work. Neither Owner's right of inspection, whether or not exercised, nor any such inspection, shall relieve Contractor of its responsibilities for the proper performance of the Work.
- (b) The good faith decision of the Owner's Engineer that any services, goods or materials do not in all respects comply with this Contractor Work Contract shall be final and conclusive, subject to the disputes resolution procedure set forth in Section 31 below. No failure on the part of the Owner's Engineer to inspect or reject any goods or services at any time shall be deemed an acceptance of any defective goods or services, nor shall it prevent subsequent inspection or rejection. Contractor shall promptly remove from the Job Site all goods rejected by Owner, whether incorporated in the Work or not; and Contractor shall promptly replace all such rejected goods at its own expense.
- (b) With respect to any portion of the Work that is to be performed other than at the Job Site, including without limitation shop testing, Contractor shall notify Owner, in reasonable time, where such Work is to be performed and when it will be ready for inspection, in order that Owner may inspect such Work before delivery to the Job Site.
- (c) When requested by Owner, any part of the Work that was covered or otherwise concealed without reasonable opportunity for inspection by Owner must be uncovered or otherwise made available for inspection at Contractor's expense. If Owner requests the uncovering of any Work which Owner previously inspected or was afforded reasonable opportunity to inspect, Owner shall bear the cost of uncovering and re-replacing or re-performing the affected part of the Work unless any defects or non-compliance with the Contractor Work Contract are found, in which case all costs shall be borne by Contractor.
- (d) All tests and inspections, if any, that may be required by public authorities shall be made by properly qualified persons or testing laboratories mutually acceptable to Contractor, Owner and such public authorities, and the results shall be certified as may be required and copies delivered to all parties.

- (e) Neither payment to Contractor nor any comments or suggestions or any interim, preliminary, informal or provisional approvals, whether written or oral, by any Owner employees or agents, including without limitation by the Owner's Engineer, shall in any respect be taken as an approval of or admission by Owner or by the Owner's Engineer of the quality of the Work or any part of the Work and shall in no way release Contractor from its warranties and other obligations under this Contractor Work Contract.
- (f) It is materially important to Owner that the Work comply with the operating and other requirements set forth in the Purchase Order and any Statement of Work and continue to do so reliably and without requiring more than normal, routine maintenance during the life of the facility or equipment. Any performance tests required by this Contractor Work Contract have been designed to ensure that the facility or equipment will in fact so comply. For this reason, any failure by the Work to pass any performance test means that Owner cannot reasonably conclude that the Work in fact conforms to all the requirements of this Contractor Work Contract, and the failure of the Work finally to pass any of the performance tests shall be a material breach of this Contractor Work Contract.

SECTION 16. AUDIT RIGHTS AND TESTING

- (a) Contractor shall keep, maintain and retain during the course of the Work and for not less than three (3) years after completion and acceptance by Owner of the Work, complete and accurate books and records of: (1) Contractor's compliance with its obligations under the Contractor Work Contract; (2), costs and expenses chargeable to Owner (or reimbursable by Owner); and (3) the records set forth in subsections (i) through (iii) below, except that the books and records in Subsections (i) – (iii) shall not need to be retained related to Work performed for a lump sum price determined prior to commencement of the Work except to the extent necessary to establish that the Work was performed, and when it was performed. Owner may audit such records as are required to be kept, maintained and retained hereunder. This right may be exercised at Contractor's facilities by designated representatives of Owner upon reasonable advance notice at any time during normal working hours from time to time up to three (3) years after completion and acceptance by Owner of the Work.
 - (i) Purchase orders, paid invoices and canceled checks for materials purchased and for any Subcontractors' or other third parties' charges.
 - (ii) Invoices for purchases, receiving and issuing documents, and all other unit-inventory records for Contractor's stores stock or capital items.
 - (iii) Amounts paid by Contractor for labor.
- (b) Owner shall bear the expense of any audit unless otherwise agreed by the Parties or unless the audit discloses errors in Owner's favor. Any overcharges disclosed by an audit will be subject to reimbursement to Owner plus interest accruing at the rate of 1% per month from the date the overcharge occurred.
- (c) This Section 16 shall apply to Subcontractors.

SECTION 17. CLEANING UP, WASTE DISPOSAL AND ENVIRONMENTAL CONTROL

- (a) Contractor shall at all times keep all real property of the Owner free from accumulations of scrap, excess material and solid waste. Contractor shall provide and maintain trash receptacles at necessary locations at the Job Site to keep the Job Site clear of waste materials and rubbish. Upon completion of the Work, Contractor shall remove all tools, scaffolding, surplus materials and solid waste and leave the Job Site in a safe condition and shall clean all glass surfaces and leave the Job Site "broom clean" or its equivalent, except as otherwise provided in this Contractor Work Contract.
- (b) Any scrap steel, iron or other salvageable material recovered by Contractor in clearing the Job Site, excavating or in any other manner connected with the Work shall, unless otherwise stated in this Contractor Work Contract, remain the property of the Owner and shall be segregated by Contractor and

placed in a suitable location designated by Owner for removal by Owner.

- (c) If reasonable precautions will be inadequate to prevent environmental harm or foreseeable bodily injury or death to persons resulting from Hazardous Material encountered at, on, under or about the Job Site by the Contractor, its Subcontractor, agents or employees, Contractor shall, upon recognizing the condition, take all appropriate measures in compliance with Applicable Laws to mitigate the consequences which arise or may arise that is noted or discovered by the Contractor during performance of the Work, including but not limited to immediately stopping the Work in the affected area and reporting the condition to the Owner as described in paragraph (d) below.
- (d) Contractor shall immediately provide telephonic notice, and written notice by overnight delivery within two calendar days of the telephonic notice, to Owner if: (i) any Hazardous Material or any unsafe conditions occurring at, on, under or about or nearby the Job Site is observed or discovered by the Contractor during performance of the Work; (ii) Contractor becomes aware of or is served with notice of violation of any Applicable Laws which relates to the Work; (iii) proceedings are commenced, and Contractor becomes aware of such proceedings, which could lead to revocation of permits, licenses or other governmental authorizations which relate to the Work; (iv) permits, licenses or other governmental authorizations relating to the Work are revoked, and Contractor is aware of such revocation; (v) administrative action or litigation is commenced against Contractor which could affect the Work; (vi) Contractor becomes aware that any equipment or facilities related to the Work are not in compliance with Applicable Laws; or (vii) reasonable precautions will be inadequate to prevent environmental harm or foreseeable bodily injury or death to persons resulting from Hazardous Material encountered on the Job site by the Contractor, its Subcontractors, agents or employees.
- (e) Except for fuel, oil, gasoline and other supplies and materials required to perform its Work, Contractor shall not permit, authorize or allow any Hazardous Material to be used, placed at, on, under or about Owner's facility or Job Site.
- (f) If any Hazardous Material not required to perform the Work is used, placed or becomes located on or under the Owner's facility or the Job Site as a result of Contractor's Work, Contractor shall properly and promptly remove such Hazardous Material no later than thirty (30) days of discovery thereof in compliance with all Applicable Laws. Contractor shall also promptly remove any Hazardous Material introduced by Contractor that was necessary to perform the Work upon completion of the Work and shall do so in compliance with all Applicable Laws. This removal or remediation obligation shall survive for three (3) years following the termination or expiration of this Contractor Work Contract. This Section 17(f) shall not apply to Hazardous Material placed at the Owner's facility or the Job Site by Owner or those acting on its behalf except when Owner or those acting on its behalf provide the Hazardous Material to facilitate Contractor performing the Work.
- (g) All Hazardous Material related to the Work shall be packaged in accordance with Applicable Laws by Contractor and turned over to Owner for appropriate disposal, unless otherwise specified in Section 17(f) or otherwise agreed to by Owner. Contractor, at Owner's request, may assist Owner in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Material, but Contractor shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Owner shall sign all necessary manifests for the disposal of Hazardous Material. All other waste materials shall be disposed of by Contractor in accordance with Applicable Laws and with Subsection (h) of this Section 17 below.
- (h) In situations where Contractor is hauling and/or disposing of waste materials generated at the Job Site, the following shall apply:
 - (i) unless otherwise agreed, Contractor shall be responsible for loading of waste materials into the vehicles. Risk of loss to the waste materials shall pass from Owner to Contractor once the vehicle is loaded.
 - (ii) Contractor shall be responsible for providing all required manifests for proper transport of the waste material. Manifests will be signed by the appropriate Owner personnel. Transport vehicles must be appropriately permitted, licensed, and insured, including the following information:

- (1) DOT/EPA Carrier Safety Rating;
 - (2) Certificates of Insurance;
 - (3) Spill Contingency plans;
 - (4) EPA Identification #; and
 - (5) State transporter permit number.
- (i) Contractor shall indemnify, defend and save harmless Owner and Owner's Indemnitees against any Claims related to any act of water, air or land pollution or spill, release or threatened release of Hazardous Material in violation of Applicable Laws by Contractor or Contractor's employees, Subcontractors or agents at the Job Site or Owner's facility or any improper use, handling, transportation, management, storage, treatment or disposal of Hazardous Material in violation of Applicable Laws off-Job Site or off of Owner's facility. Notwithstanding the foregoing obligation to indemnify, defend and save harmless, in the event that Contractor, its Subcontractors, agents or employees neither created nor contributed to the existence of Hazardous Material, whether latent or patent, or the release thereof or the violation of Applicable Laws relating thereto, at the Job Site prior to the date the performance of the Work is commenced hereunder, then it is understood that Contractor, its Subcontractors, agents or employees shall have no liability for any such prior condition, unless (and only to the extent) a loss, cost or damage arising out of the prior condition is caused or exacerbated by the negligent or willful acts or omissions of Contractor, its Subcontractors, agents or employees. The preceding sentence shall not apply in situations where Contractor is engaged to remediate or remove any such prior condition, or the Work, by its nature (such as demolition work), necessarily encompasses identification, remediation and/or removal of any such prior condition.
 - (j) Contractor acknowledges that Owner makes no representations regarding environmental conditions at the Job Site or Owner's facility.
 - (k) The continuing rights and obligations of the Parties under this Section 17 shall survive the completion or termination of the Work under this Contractor Work Contract.

SECTION 18. OWNER'S RIGHT TO TERMINATE

- (a) Owner may terminate, in whole or in part, this Contractor Work Contract for Owner's convenience at any time upon written notice to Contractor. As Seller's sole and exclusive recourse, Contractor shall be entitled to all of its reasonable direct costs for performance of this Contractor Work Contract up to the date of termination, plus Contractor's reasonable out-of-pocket expenses incurred in performing its post-termination obligations, including reasonable out-of-pocket cancellation costs actually paid in accordance with Contractor's obligations to its Subcontractors or Suppliers, provided, however, that Contractor shall take reasonable steps to mitigate its charges to Owner. Owner, in its' sole discretion, shall be entitled to take delivery of anything for which it is being charged by Contractor hereunder. In no event shall Contractor be entitled to receive profits on any Work not performed as a result of such termination. In the event of a termination for Owner's convenience, Contractor shall:
 - (i) stop performing all Work on the effective date of the notice of termination;
 - (ii) place no further order or subcontract for materials, services or facilities;
 - (iii) terminate all orders and subcontracts;

- (iv) upon receipt of all monies due to Contractor hereunder, transfer title to Owner of all Work in progress, completed Work, and goods produced as part of or acquired in connection with the performance of the Work;
 - (v) deliver to Owner such completed or partially completed plans, drawings and other information that, if the Contractor Work Contract had been completed, would have been required to be furnished (or returned) to Owner;
 - (vi) deliver to Owner a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Work; and
 - (vii) take such steps as Contractor reasonably may deem appropriate to effect an orderly closing down of the Work.
- (b) If Contractor shall fail or refuse to diligently perform the Work or shall fail to make prompt payment to its Subcontractor or for materials or labor, or shall disregard Applicable Laws or safety considerations or the instructions of Owner or shall otherwise be in material breach of this Contractor Work Contract, then Owner, without prejudice to any other right or remedy it may have, may terminate this Contractor Work Contract upon written notice to Contractor and may take possession and control of the Work and may finish the Work by any method Owner deems expedient. In the event of such termination, Contractor shall:
- (i) stop performing all Work on the effective date of the notice of termination;
 - (ii) place no further order or subcontract for materials, services or facilities;
 - (iii) at Owner's election, terminate or assign to Owner all orders and subcontracts;
 - (iv) transfer title to Owner of all Work in progress, completed Work, and goods produced as part of or acquired in connection with the performance of the Work;
 - (v) deliver to Owner such completed or partially completed plans, drawings and other information that, if the Contractor Work Contract had been completed, would have been required to be furnished (or returned) to Owner;
 - (vi) deliver to Owner a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Work.
- (c) Upon termination pursuant to Section 18(b), Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price shall exceed the Owner's costs of finishing the Work, including reasonable compensation for additional managerial or administrative services required of Owner, such excess shall be paid to Contractor. If such Owner's costs shall exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner promptly after receiving a written demand therefor.
- (d) Contractor will obligate its Suppliers and Subcontractors to the same conditions with respect to termination as those applicable to Contractor as set forth above.

SECTION 19. CONTRACTOR'S RIGHT TO TERMINATE

Contractor shall have the right to terminate this Contractor Work Contract if, at any time after thirty (30) days written notice, Owner fails to comply with a material provision of this Contractor Work Contract. Any such termination shall be deemed to be a termination for Owner's convenience pursuant to Section 18(a) above.

SECTION 20. NO LIENS; TITLE

- (a) To the maximum extent allowable by law, Contractor hereby releases and waives on behalf of itself and its

employees and Suppliers and Subcontractors and their respective employees, the right to file, establish or assert any lien upon any property of any of the Owner Companies in connection with any goods, services or labor supplied or performed in connection with this Contractor Work Contract, and Contractor shall take all actions and provide for execution of any documents as are necessary in Owner's opinion to effect this release and waiver. At Owner's request and if allowed by law, prior to engaging any Subcontractor or Supplier in connection with this Contractor Work Contract, Contractor shall obtain an executed Final Release and Waiver of Right to Lien from such Supplier or Subcontractor conforming to Exhibit B/AMUSA-102 Contractor Work attached hereto. As a condition precedent to each payment otherwise due under this Contractor Work Contract, Contractor shall first deliver to Owner a fully executed partial or final, as may be applicable, Release and Waiver of Right to Lien substantially in the form of Exhibit B from each Supplier and Subcontractor who has supplied or performed any goods or services for which payment is sought.

- (b) Contractor shall take all actions available at, or required by, law to preclude Suppliers and Subcontractors at any tier and any of their employees from asserting or attempting to assert any lien against Owner in connection with the Work.
- (c) Contractor shall promptly satisfy and discharge any lien or claim therefor against any property of any Owner Companies in connection with the Work or the performance thereof and shall indemnify, defend and hold harmless Owner from and against all such liens and claims. In addition, Contractor shall immediately reimburse Owner for all costs or expenses incurred by Owner in order to discharge or contest such lien or claim therefor, including without limitation reasonable attorney's fees, expert fees and court costs. No payment by Owner or acceptance of goods or services pursuant to this Contractor Work Contract shall constitute a waiver of Contractor's obligation to indemnify, defend and hold harmless.
- (d) In the event that any Supplier or Subcontractor or any of their employees files a lien or provides notice of a claim therefore against any property of any Owner Companies in connection with the Work or the performance thereof and Contractor has failed to obtain a release and discharge of such lien or claim upon thirty (30) days notice from Owner to Contractor, Owner may, but shall be under no obligation to, pay such Supplier, Subcontractor or employee on Contractor's behalf from any amount that remains payable to Contractor under this Contractor Work Contract. Owner's obligation to pay Contractor shall be reduced to the extent of any such payments Owner makes to any Supplier, Subcontractor or employee on Contractor's behalf. Notwithstanding this Section 20 or any other term, condition or provision of this Contractor Work Contract, nothing in this Contractor Work Contract shall create, establish or imply the existence or right of any third-party beneficiary hereunder.
- (e) Contractor shall transfer all Work to Owner so as to vest in Owner full, exclusive and unencumbered title to and ownership thereof, free and clear of all liens, taxes, security interests or third party claims of any nature whatsoever except only those created by, under or through Owner.
- (f) All right, title and interest (including without limitation any security interest(s)) to and in any of Owner's property that has been placed into Contractor's possession or custody and of any property for which Owner has fully paid Contractor but has not yet received ("Owner Property") shall at all times be and remain Owner's alone, and Contractor shall have no ownership or other interest therein. Owner shall also have a security interest in any property for which Owner has paid Contractor for in part (including progress payments) but has not yet received ("Secured Property"). Contractor hereby authorizes Owner to prepare and file such Uniform Commercial Code financing statements confirming Owner's continued ownership of the Owner Property and its security interest in any Secured Property as Owner reasonably deems necessary or appropriate to protect its interests. Contractor also agrees to execute and deliver such instruments as are reasonably necessary in order to fully protect the right, title and interest of Owner to and in all such Owner Property and Secured Property. Owner may, at its option, notify the holder of any lien or security interest in Contractor's personal property of Owner's continued ownership of the Owner Property or its security interest in any Secured Property.
- (g) Contractor shall segregate all Owner Property and Secured Property from any other inventory or material in its possession to the maximum extent possible. Contractor shall handle, store and maintain all Owner Property Secured Property in a safe, dry and secured area, protected as appropriate against weather, condensation, water damage and theft. Contractor shall insure that all Owner Property Secured Property is properly tagged, marked or otherwise identified as Owner Property or Owner's Secured Property at all

times. Contractor's inventory control system shall be operated and maintained in such a manner as to identify any and all Owner Property and Secured Property and permit Owner to determine the physical location of all such property. Upon 24-hours written notice, Owner may at any time during normal business hours enter Contractor's premises and remove any or all Owner Property. Owner shall have the right, upon reasonable notice to Contractor, to enter upon Contractor's premises for the purposes of inspecting any Owner Property Secured Property and verifying Contractor's compliance with this Section 20.

- (h) Contractor agrees to furnish Owner with immediate written notice of the seizure, by process of law or otherwise, of any of Owner's Property or Secured Property.

SECTION 21. FINANCIAL CONDITION AND GUARANTY BONDS

- (a) Contractor warrants to Owner that its financial condition is and will be sufficient to enable it to perform and complete satisfactorily all of its obligations under this Contractor Work Contract; and Contractor shall at Owner's request furnish financial statements evidencing said sufficient financial condition. Owner will treat such financial statements confidentially. Contractor also warrants that any financial statements furnished to Owner, if any are required to be submitted to Owner, are prepared in accordance with general accounting principles applied on a consistent basis and such financial statements accurately describe Contractor's financial condition.
- (b) Notwithstanding Subsection 21(a) above, prior to the commencement of the Work, Contractor shall furnish, if requested by Owner, a bond with such surety or sureties acceptable to Owner covering the faithful performance of this Contractor Work Contract by Contractor and the payment of all obligations of Contractor arising hereunder. In the event that Owner requests such a bond, Owner shall pay all costs, expenses and premiums required to be paid in connection therewith, in addition to any other sum or sums required to be paid by Owner under this Contractor Work Contract.

SECTION 22. INDEMNIFICATION, DAMAGES, AND LIABILITIES

- (a) Contractor hereby agrees to and shall indemnify, defend and save harmless the Owner's Indemnitees from and against any and all Claims made by Contractor or any of its Subcontractors or any employee, agent or invitee of Contractor or any of its Subcontractors by reason of any act or omission, whether negligent or otherwise, including without limitation concurrent, joint, comparative, active or passive negligent acts or omissions, on the part of any of the Owner's Indemnitees or the condition of the Job Site or other property of any of the Owner's Indemnitees. Contractor shall further indemnify, defend and save harmless Owner's Indemnitees from and against any and all Claims made by any person or persons by reason of any act or omission on the part of Contractor or any of its Subcontractors or any employee, agent or invitee of Contractor or any of its Subcontractors, including any breach or alleged breach of any statutory duty that is to be performed by Contractor under this Contractor Work Contract but is, or may be the duty of, any of the Owner's Indemnitees under Applicable Laws. Notwithstanding the forgoing obligations in this Section 22(a), Contractor shall not be required to indemnify and save harmless Owner's Indemnitees from Claims that are finally determined by a court with jurisdiction to have been caused solely by the negligence or willful misconduct of Owner's Indemnitees; provided, however, that the condition or operation of Owner's Indemnitees' production and manufacturing facilities in the normal course of Owner's Indemnitees' businesses shall be deemed not to be negligence or willful misconduct.
- (b) In the event of any Claim covered under Section 22(a) above, immediately upon Owner's demand Contractor shall assume at its expense, on behalf of Owner's Indemnitees, the defense of any action at law or in equity that may be brought against Owner's Indemnitees and shall pay on behalf of Owner's Indemnitees the amount of any judgment or award that may be entered against Owner's Indemnitees. Defense counsel shall be reasonably acceptable to Owner. Owner shall have the right, at its sole option and expense, to participate in such defense, without relieving Contractor of its obligations under this

Contractor Work Contract; and if Contractor fails to fully perform its obligations, Owner may perform them or arrange to have them performed at Contractor's expense, without relieving Contractor of its obligations under this Contractor Work Contract. Contractor expressly waives any provision of any workers' compensation laws under which Contractor could preclude its joinder as an additional defendant(s) or avoid liability for damages (such as a statutory immunity), contribution or indemnity in any actions, at law or otherwise, where Contractor's employee or employees, its heirs, assigns or anyone else entitled to receive damages by reason of injury or death, makes a Claim against Owner's Indemnitees. In the event Contractor fails or refuses to indemnify, defend and save harmless as specified in this Contractor Work Contract, then, in addition to any other damages allowable by law, Contractor shall be liable to Owner for the costs (including without limitation reasonable attorney's fees) of enforcing Contractor's agreement to indemnify, defend and save harmless.

- (c) In any jurisdiction wherein Contractor's agreements to indemnify, defend and save harmless Owner's Indemnitees against the consequences of Owner's negligence would be void or unenforceable, , then to such extent Section 22(a) above shall not apply; it is nevertheless the intent of the Parties that Contractor's agreements to indemnify, defend and save harmless shall be interpreted to require Contractor to indemnify, defend and save harmless Owner's Indemnitees to the fullest extent that agreements to indemnify, defend and hold harmless are allowed to be enforced under applicable law, including without limitation Owner's Indemnitees' concurrent or contributory negligence, and specifically including indemnity for any injury, illness or death to Contractor's employees.
- (d) If any Claims are brought against any of Owner's Indemnitees by any person directly or indirectly employed by Contractor, or any person for whose acts Contractor may be liable, the indemnification obligation of Contractor shall be absolute, and shall not be limited or affected in any way by any claims or benefits paid or payable by or on behalf of Contractor under any Workers Compensation statutes, disability benefit statutes or other employee benefit statutes. Contractor expressly waives any provision of any Workers Compensation statutes whereby Contractor could preclude its joinder as an additional defendant or avoid liability for damages, contribution or indemnity in any actions, at law or otherwise, where Contractor's employee or employees, their heirs, assigns or anyone else entitled to receive damages by reason of injury, illness or death brings an action against Owner's Indemnitees.
- (e) Contractor's indemnification and related obligations set forth in this Section 22 shall survive the expiration or termination of this Contractor Work Contract. In the event a Claim has arisen prior to expiration or termination of this Contractor Work Contract and Contractor is not adequately performing its obligations to indemnify, defend and hold harmless, Owner reserves the right to retain sufficient funds under this Contractor Work Contract to cover Contractor's obligations.
- (f) Subsections 22(b), (c), (d) and (e) above shall also apply to Contractor's agreements to indemnify, defend and hold harmless Owner's Indemnitees under Sections 13, 17, 20, 24 and 26.
- (g) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS CONTRACTOR WORK CONTRACT FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, PRODUCTION OR BUSINESS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"); PROVIDED, HOWEVER, THAT FOR PURPOSES OF THE FOREGOING LIMITATION, CONSEQUENTIAL DAMAGES SHALL NOT INCLUDE ANY OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS OR OTHER LIABILITIES TO WHICH EITHER PARTY HAS EXPRESSLY AGREED UNDER SECTIONS 13, 17, 20, 22, 24 AND 26 OF THIS CONTRACTOR WORK CONTRACT.

SECTION 23. RISK OF LOSS; INSURANCE

- (a) Prior to the completion of the Work, all Work at the Job Site or otherwise in Contractor's custody or possession shall remain at the risk of Contractor, and Contractor shall be responsible for all loss and damage to the Work and shall repair, correct or otherwise cure, at its own option and expense, all such loss and damage whether or not due to the fault of Contractor. On completion of the Work, including the delivery of all goods, title and risk of loss or damage shall pass to Owner.

- (b) Contractor shall procure and maintain in effect, and shall require each of its Subcontractors, if any, to procure and maintain in effect the following types of insurance coverages (plus any specialty coverage requested by Owner (e.g., aircraft, watercraft, explosives) for Contractor's goods and/or services) with the following limits (or the limits specified in any Purchase Order, whichever is higher) from the commencement of a Contractor Work Contract until completion of the Work:
- (i) \$3,000,000 per occurrence of commercial general liability insurance (including umbrella coverage), on a form at least as broad as Insurance Services Office ("ISO") commercial general liability "occurrence" form CG 00 01 0196 (available through a commercial insurance broker) or another "occurrence" form providing equivalent coverage and approved in writing by Owner; and such commercial general liability insurance and any necessary riders thereto shall provide at least the following coverages:
 - (1) contractual liability coverage as applicable to any hold harmless agreements in this Contractor Work Contract;
 - (2) completed operations coverage;
 - (3) broad form property coverage for property in the care, custody, or control of the Contractor, except that Owner shall provide insurance to cover damage to or loss of Owner's property in due course of transit;
 - (4) coverage for liability arising out of professional services or out of explosion, collapse, underground operations, or damage to utilities and loss of use resulting therefrom, with an "Aggregate Per Project" endorsement; and
 - (5) products liability.
 - (ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Contractor employees and the employees of each Subcontractor, if any, as required by Applicable Laws, including the laws of each State where the employment contracts of such employees were made. Such coverage need not be obtained if Contractor has an accepted program of self-insurance under Applicable Law or participates in an applicable monopolistic state Workers Compensation fund. If applicable, Contractor shall also carry Longshore and Harborworkers and/or Jones Act coverages or similar coverage as may be required for any personnel working on, over, or around water;
 - (iii) \$1,000,000 per occurrence of employers liability insurance;
 - (iv) \$2,000,000 combined singled limit motor vehicle liability insurance issued on a form at least as broad as ISO Business Auto Coverage Form CA 00 01 07 97 or other form providing equivalent coverage, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto the real property of any Owner Company; and
 - (v) When builder's risk insurance is required under the Order, \$3,000,000 of all-risk builder's risk insurance (including flood and earthquake) covering all goods and services to be incorporated into the Work, including transit perils and testing coverage for at least ninety (90) days. Owner, Contractor and all Subcontractors shall be named insureds under the policy, which shall be primary to and noncontributory with any other insurance carried by Owner.
- (c) All required policies of insurance shall contain a waiver of subrogation in favor of Owner's Indemnitees. The required commercial general liability, employers liability, and motor vehicle liability insurance policies shall cover Owner as an additional insured with respect to Claims arising out of the Work of the named insured or on the real property of any Owner Company, and with respect to Claims by employees of

Contractor or their personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by Owner.

- (d) The required policies of insurance for commercial general liability, employers liability, motor vehicle liability, and builders risk shall not have deductibles or self-insured retentions which are greater than the lesser of (i) five percent (5%) of the coverage limit provided by the policy, or (ii) the deductibles or self-insured retentions in Contractor's general program of business insurance, unless approved in writing by Owner. All deductibles on insurance required to be obtained under this Contractor Work Contract shall be borne by Contractor at its sole expense, without reimbursement by Owner, and shall be treated as "insurance" for the purpose of the waiver in Section 23(h) below;
- (e) All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to Owner who are qualified to do business in the jurisdiction(s) in which the work is performed, and who are rated by AM Best as A- or better with a size rating of VII or better. As soon as practicable upon execution of this Contractor Work Contract and before commencing any Work hereunder, Contractor shall provide Owner with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds, and confirming the required waiver of subrogation. The certificates shall state that the policies described therein will not be cancelled, terminated, or materially amended, and renewals will not be refused or aggregate limits potentially exhausted until at least thirty (30) days after written notice has been given to Owner. All certificates of insurance shall be sent to the attention of Owner's Manager for Risk Management and Insurance, ArcelorMittal USA LLC, 3210 Watling Street, Mail Code 8-216, East Chicago, IN 46312. Thereafter, Contractor shall deposit with Owner certificates of renewal not less than thirty (30) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for work performed by Subcontractors.
- (f) Contractor shall notify Owner and the applicable insurance carriers of any occurrence or event giving rise to a Claim as required under the terms of the policies; and upon request by Owner in connection with such notice, Contractor shall provide, and shall cause each relevant Subcontractor, if any, to provide to Owner true and complete copies of the original policies of insurance, including all riders and endorsements thereto, and bearing notations or accompanied by other evidence satisfactory to Owner of the payment of premiums.
- (g) Contractor waives all rights and claims against Owner's Indemnitees and its contractors other than Contractor, for all damages, losses, fines, expenses, costs, and fees to the extent of its actual recovery of any insurance proceeds therefor. Contractor shall require similar waivers in favor of Owner and Contractor from its Subcontractors.
- (h) Failure of the Contractor to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Contractor to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Contractor under the Contract. Failure to maintain all required insurance coverage may result in termination of this Contractor Work Contract and all other contracts between the Owner Companies and Contractor.

SECTION 24. PATENTS AND COPYRIGHTS

- (a) Unless otherwise specified in the Purchase Order, subject to Section 24(b) below, all documents and software that Owner furnishes to Contractor and all documents and software that Owner purchases from Contractor or that are created under this Contractor Work Contract at Owner's expense as part of the Work, whether in written or electronic or other fixed form, are or when hereafter created shall become and shall remain the sole property of Owner; and Contractor shall treat all such documents and software as confidential and shall not duplicate, copy or transmit such documents or software to third parties or otherwise use such documents or software for any purpose except as required by Applicable Law or as necessary for Contractor to perform its obligations under this Contractor Work Contract, but only expressly subject to Owner's rights. Owner shall own the copyrights applicable thereto; and Contractor shall assign any of the copyrights to Owner and cooperate reasonably in registering any of them at Owner's request. Owner's failure to take possession of any documents or software shall not be construed as a waiver of any of Owner's rights under this Section.

- (b) Unless otherwise specified in the Purchase Order, as between Owner and Contractor, Contractor shall retain ownership of all documents and software that were or are owned by Contractor independently of this Contractor Work Contract ("Contractor's Documents") or were or are created under this Contractor Work Contract at Owner's expense as part of the Work, but such creation was accomplished only by making insubstantial or incidental changes to Contractor's Documents for purposes of completing the performance of Contractor's other obligations under this Contractor Work Contract.
- (c) Notwithstanding anything in this Contractor Work Contract or otherwise to the contrary, Owner may use and make copies of any Contractor's Documents or changed Contractor's Documents delivered to it under this Contractor Work Contract as necessary or reasonably convenient for the purpose of operating, maintaining, repairing, servicing, rebuilding, or modifying any goods or facilities delivered to Owner under this Contractor Work Contract or contracting with others to perform any of those services.
- (d) Contractor agrees to execute and abide by any confidentiality agreements that may be required by Owner or Owner's suppliers in respect of confidential or proprietary materials or information made available to Contractor in connection with the Work.
- (e) Contractor agrees to indemnify, defend and save harmless Owner from and against any Claims arising from (i) the infringement or alleged infringement of any United States or foreign patent or copyright by the Work performed or by any goods or services furnished hereunder, or by the normally intended use or mode of operation of any Work, goods or services so furnished; (ii) any unfair competition or alleged unfair competition resulting from any similarity or alleged similarity of design or appearance of, or trademark on, any Work, goods or services furnished hereunder; and (iii) the actual or alleged unauthorized use of any trade secrets, proprietary know-how or other proprietary rights incorporated into the Work, necessary or appropriate for the use of any of the goods furnished hereunder in its normally intended manner or mode of operation, or otherwise related to the furnishing of any goods or services hereunder.
- (f) Contractor shall, at the request of Owner, defend at Contractor's expense any suit brought to enforce any such Claim, it being understood that Owner will give Contractor written notice of the commencement of any such suit and provide such assistance to Contractor as reasonably required to defend same, provided that Owner's failure to give Contractor notice of a suit shall not limit Owner's rights to require Contractor to defend the suit except to the extent Contractor has been actually and materially prejudiced by Owner's failure. Contractor shall reimburse Owner upon demand for any reasonable out-of-pocket expense incurred by Owner in providing such assistance. Owner may be separately represented at its own expense in any such suits, actions or legal proceedings by counsel of its own selection, and Contractor and its counsel shall cooperate with Owner's counsel. Owner and Contractor shall coordinate their efforts in the defense of any such Claims, and neither Party shall seek to reach a settlement or accommodation without the approval of the other Party, which approval shall not be unreasonably withheld or delayed.
- (g) In the event that use by Owner of goods or services furnished by Contractor is finally held to constitute infringement and such use is enjoined, Contractor shall, at its option and its own expense, either (i) procure for Owner the right to continue to use the goods or services; (ii) replace the goods or services with non-infringing goods or services that are acceptable to Owner; or (iii) modify the goods or services in a manner acceptable to Owner so that they become non-infringing.
- (h) The indemnity provided in this Section does not apply to (i) any combination of the Work with other work not furnished hereunder unless Contractor is a contributory infringer, or (ii) any settlement of a suit or proceeding made without Contractor's consent.

SECTION 25. ASSIGNMENT

This Contractor Work Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. Contractor shall not assign the Contract or any of its rights or obligations hereunder nor shall it make an assignment or pledge of any of the monies to be received by it from Owner hereunder unless it shall have procured the prior written consent of Owner to such assignment or pledge, which shall not be unreasonably withheld. No assignment or subcontracting of any portion of the Work to be performed

hereunder will relieve Contractor of its obligations under this Contractor Work Contract. Notwithstanding anything herein to the contrary, and without in any way limiting any other of Owner's rights, Owner shall have the right upon written notice to Contractor to assign this Contractor Work Contract and Owner's rights or obligations under this Contractor Work Contract to (i) any person who acquires all or substantially all of Owner's assets to which this Contractor Work Contract pertains, and (ii) any of the Owner Companies. Any assignment or transfer made in violation of the foregoing restrictions shall be void and of no effect.

SECTION 26. TAXES

- (a) Contractor shall collect and pay (i) all contributions, taxes and premiums payable under Applicable Laws and based upon the payroll of employees engaged in the performance of the Work, (ii) all sales, use, excise, income, transportation, privilege, occupational and other taxes that Contractor is required by law to pay, and (iii) any personal taxes on property owned by Contractor, and shall indemnify, defend and save Owner's Indemnitees harmless from liability for any such contributions, taxes or premiums.
- (b) Unless otherwise specified in the Purchase Order, sales or use taxes on material, supplies and other personal property sold or transferred by Contractor to Owner for which Owner is deemed to be the user or consumer are not included in the Contract Price and will be self-assessed by Owner. All other sales and use taxes for which Contractor is responsible for tax as the consumer, including but not limited to, sales or use taxes on expendable items for which Contractor is responsible, and sales or use taxes on goods purchased by or provided by Contractor, whether or not installed or incorporated as part of real property, are included in the Contract Price. In the event Contractor excludes any taxes from the Contract Price in accordance with Owner's determination that said taxes are not applicable, and such determination is subsequently challenged by applicable taxing authorities, Owner shall reimburse Contractor for any amounts Contractor is finally assessed and for its reasonable costs (including reasonable attorney's fees) resulting from such challenge.

SECTION 27. PUBLICITY; CONFIDENTIALITY

- (a) Contractor shall not make any public announcement, press release or advertisement in connection with this Contractor Work Contract or otherwise disclose any information obtained by or provided to Contractor in the performance of this Contractor Work Contract without the prior written approval of Owner.
- (b) Contractor shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any real property of any of the Owner's Indemnitees without, and in each instance where granted, only to the extent of, the prior written permission of Owner, which may be withheld in Owner's sole discretion.
- (c) Upon Owner's request, Contractor shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Contractor Work Contract as Owner may reasonably request. Owner shall not share Contractor's pricing under any Contractor Work Contract with any competitor of Contractor, unless required to do so by a judicial or administrative demand or unless such pricing is, in fact, not confidential.

SECTION 28. INDEPENDENT CONTRACTOR

Contractor shall be and act at all times as an independent contractor hereunder, and neither Contractor nor any of its associates, employees, subcontractors, suppliers or agents shall be deemed to be partners, joint venturers, agents or employees of Owner for any purpose whatsoever. Contractor shall be responsible for all payroll taxes levied or in any way attributable to Contractor's employees, and nothing herein shall entitle Contractor or any of its employees, representatives or agents to any employee benefits of Owner. Neither Contractor nor any of its employees shall represent themselves to be an employee of Owner. Contractor shall have no authority and shall not represent that it has authority to execute documents on behalf of Owner or otherwise to assume or incur any

obligation of any kind whatsoever in the name of Owner.

SECTION 29. NON-INTERFERENCE

Contractor shall at all times perform the Work in a manner to avoid any interference with Owner's operations.

SECTION 30. NOTICES

All notices, demands and other communications required or permitted to be given under this Contractor Work Contract shall be in writing and shall be deemed to be made or given when personally delivered or four (4) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party. Notwithstanding anything to the contrary, no notice from the Contractor shall be deemed to have been given to Owner unless an e-mail copy thereof is sent to the email addresses for Owner below.

A. If to Owner:

[Name of Owner Company]
3300 Dickey Road
East Chicago, Indiana 46312
Attention: Vice President of Procurement and Supply Chain

and by Email to: AMUSAPurchasing.ContractAdministration@arcelormittal.com

With a copy to:

[Name of Owner Company]
1 South Dearborn, 19th Floor
Chicago, Illinois 60603
Attention: General Counsel

and by Email to: AMUSALawDepartment@arcelormittal.com

B. If to Contractor:

[To the representative and address of Contractor listed on the Execution Sheet]

SECTION 31. DISPUTES RESOLUTION

- (a) Any dispute arising under this Contractor Work Contract shall be resolved by the decision of Owner's Authorized Representative; provided, however, that either Party may appeal the decision of Owner's Authorized Representative in accordance with any remedies or actions available by law to enforce contracts or for breach of contract except to the extent not otherwise expressly limited or prohibited by this Contractor Work Contract. Pending any such remedies or legal actions, the Parties shall abide by the decision of Owner's Authorized Representative so long as the decision of Owner's Authorized Representative is ethical, legal and does not present a clear safety concern.
- (b) This Contractor Work Contract shall be governed by the Applicable Laws of the State in which the Job Site is located, without regard to that State's principles of conflicts of law. The exclusive venue for any legal actions brought and prosecuted by either Party under this Contractor Work Contract shall be the courts of applicable jurisdiction in the State where the Job Site is located. The Parties hereby irrevocably submit themselves to the personal jurisdiction of such courts for such actions.

- (c) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any goods or services delivered or performed under this Contractor Work Contract.

EXHIBIT A

CERTIFICATE OF COMPLETION

Definitions

"Owner" means: _____
(Name of ArcelorMittal entity that issued the Purchase Order referenced below)

"Contractor" means: _____
(Names of the entity to which the Purchase Order referenced below was issued)

"Contract" means: Purchase Order No. _____, dated _____, 20____ issued by Owner to Contractor, including all approved amendments and change orders, and the AMUSA 101/102 between Owner and Contractor dated _____

Certification

I, the undersigned Architect or Engineer for Contractor, do hereby certify that:

1. The Work provided pursuant to the Contract has been completed as of _____, 20____, and is in compliance with the provisions of the Contract, including all Statements of Work, plans, specifications, maps, and drawings and all modifications thereof.
2. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and subcontractors furnishing services or materials which were employed by the Contractor in the performance of the Contract and that such releases have been delivered by the Contractor to the Owner.
3. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all Work performed in accordance with the Contract and all goods supplied.
4. All goods and materials purchased under this Contract have been either installed, returned, or turned over to Owner.
5. All defects in workmanship and materials reported during the period of construction of the project have been corrected.
6. The total price of the project as completed is \$ _____.

Architect or Engineer Signature:

By _____

Date _____

Title _____

EXHIBIT B: FINAL RELEASE AND WAIVER OF RIGHT TO LIEN
[and State Specific Lien Waiver Requirements if applicable]

For good and valuable consideration, the receipt of which is hereby acknowledged, _____ (name of Subcontractor), located at _____ (Subcontractor's address), hereby knowingly and intentionally releases and forever waives any right, entitlement or claim it may have against ArcelorMittal USA LLC. ("Owner") or its affiliates, any of their properties, any of their lenders or secured creditors, and any of their successors and assigns, to establish, file or assert any lien or other claim, including without limitation, mechanic's lien claims, unjust enrichment claims, and any other claim of any kind or nature whatsoever under applicable State law, any other statutory or common law, or any principle of equity, which Subcontractor may have or may hereafter acquire, by reason of having furnished, supplied, constructed or performed any work, improvements, labor, equipment or materials as a Subcontractor, Supplier or materialman to _____ (name of Contractor) at or in connection with any facility or property of Owner or its affiliates.

[NAME OF SUBCONTRACTOR]

Authorized Signature: _____
By: _____
Title: _____
Date: _____

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 20__.

Notary Public

My Commission Expires: