

**OUTSIDE PROCESSING AND STORAGE MASTER AGREEMENT (AMUSA-104)  
FOR ARCELORMITTAL USA LLC COMPANIES (March 2016)**

This **OUTSIDE PROCESSING AND STORAGE MASTER AGREEMENT AMUSA-104** ("Outside Processing Services Master Agreement") is made \_\_\_\_\_, between  
(Date)

Full Legal Name of vendor ("Processor")	Full Legal Name of ArcelorMittal USA LLC Company ("AM")	
State of Incorporation	State of Incorporation	
Address of Processor	Address of AM	
Processor Signature	AM Signature - Procurement	AM Signature - Operations
Title – Printed	Title – Printed	Title – Printed
Officer Name-Printed	Officer Name – Printed	Officer Name – Printed

For good and valuable consideration, the receipt of which is hereby acknowledged, AM and Processor agree as follows:

1.a. The "AMUSA-104 General Terms for Outside Processing" shall mean the AMUSA-104 General Terms and Conditions, Outside Processing and Storage Contracts for ArcelorMittal USA LLC Companies, as amended from time to time, which are accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp..>

b. The "Other Contractual Documents," collectively, shall mean any other terms, conditions and provisions in any other documents (i) attached to this Outside Processing Services Master Agreement, including without limitation the General Statement of Work attached hereto as Appendix A; (ii) hereafter issued by AM as contemplated by this Outside Processing Services Master Agreement, including without limitation documents commonly referred to as "Purchase Orders," "Mill Orders," "O/P Order Prints" "Emarket Orders" and the like (collectively, "Orders"); or (iii) referenced in any of the foregoing documents for purposes of incorporation into this Outside Processing Services Master Agreement (any such documents, collectively, "Referenced Documents").

2. From time to time, AM may, but is not obligated to, issue to Processor one or more Orders under this Outside Processing Services Master Agreement, specifying, as applicable (i) the particular services for the Processor to perform (the "Services"), (ii) the schedule or other statement of when the Processor is to perform the Services (the "Contract Schedule"), and (iii) any other matters relating to the Services.

3. Processor may, accept each Order either by express acceptance thereof or by beginning performance of the Services specified therein or by not rejecting it within five (5) business days of receipt. Each Processor acceptance of an Order shall create a separate binding and enforceable contract (an "Outside Processing Contract") between Processor and AM; and each Outside Processing Contract shall consist of (i) the AMUSA-104 General Terms for Outside Processing, and (ii) the Other Contractual Documents. Processor's acceptance of an Order shall be deemed to include Processor's acknowledgement that it has read, understands and accepts all terms, conditions and provisions in each of said documents. The pricing applicable to the Outside Processing Contract shall be the Pricing set forth in Appendix A.

4. Upon acceptance of each Order, Processor shall, as applicable (i) complete the Services, (ii) meet the Contract Schedule, and (iii) be paid in accordance with the Contract Pricing and Payment Terms, all of (i), (ii) and (iii) subject to and in strict compliance with all terms, conditions and provisions of the Outside Processing Contract.

5. In the event any inconsistencies or discrepancies arise among any parts of an Outside Processing Contract and the precedence among the parts is not otherwise specified, the (i) the AMUSA-104 General Terms for Outside Processing shall take precedence over the Other Contractual Documents, (ii) Appendix A shall take precedence over the Orders, and (iii) the Orders shall take precedence over the Referenced Documents. This Outside Processing Services Master Agreement shall not be binding unless fully executed by the parties (including dual signatures by AM).

**IN WITNESS WHEREOF**, AM and Processor have each executed this Outside Processing Services Master Agreement by causing its duly authorized representative to affix his or her signature above.

To the Outside Processing Services Master Agreement AMUSA-104 (March 2016)

**ArcelorMittal USA Confidential**

3/14/2016

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NOT VALID UNLESS SIGNED BY AUTHORIZED AMUSA PROCUREMENT-EXTERNAL PROCESSING MANAGER

**Insert Legal Name Here**

This Outside Processing Services Master Agreement is effective from January 1, 2016 to December 31, 2018 (the "Term"). The rates and charges for the Services are fixed as defined in the addendum below and apply to Orders issued by ArcelorMittal. At the end of the Term, the Agreement will automatically renew for an additional one year period, unless Processor provides a written notice to ArcelorMittal of its decision not to renew the agreement at least 60 days before the end of the Term.

NOT VALID UNLESS SIGNED BY AUTHORIZED AMUSA PROCUREMENT-EXTERNAL PROCESSING MANAGER

**AMUSA-104**

**GENERAL TERMS AND CONDITIONS  
OUTSIDE PROCESSING AND STORAGE CONTRACTS  
FOR  
ARCELORMITTAL USA LLC COMPANIES (March 2016)**

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## SECTION 1. DEFINITIONS

(a) Unless otherwise defined in a document taking precedence over these AMUSA-104 General Terms for Outside Processing, capitalized terms shall have the following definitions throughout this Outside Processing Contract:

- (i) "Applicable Laws" shall mean 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 (i) currently applicable to Processor's performance of the Services and to all goods and services to be provided to AM under this Outside Processing Contract, or (ii) scheduled to become applicable with the passage of time.
- (ii) "Change Orders" shall have the meaning set forth in Section 6 of these AMUSA-104 General Terms for Outside Processing.
- (iii) "Completion Date" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
- (iv) "Contract Price" shall have the meaning specified Appendix A.
- (v) The "Contract Schedule" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
- (vi) "Current or Former AM Employee or Relative" shall mean any person who is currently or was a salaried, non-represented employee of AM or of any Affiliate of AM (a "Current or Former Employee"), the current spouse of a Current or Former Employee, and any person who is a parent, child or sibling of a Current or Former Employee.
- (vii) The "Execution Sheet for the Outside Processing Services Master Agreement" shall mean the document most recently executed by AM and Processor entitled "Outside Processing and Storage Master Agreement (AMUSA-104)."
- (viii) "AM" means the ArcelorMittal USA LLC or the entity identified as AM on the Execution Sheet for the Outside Processing Services Master Agreement.
- (ix) "AM's Authorized Representative" shall mean any person whom AM designates to Processor in writing as the AM's Authorized Representative.
- (x) "AM Companies" or "ArcelorMittal USA LLC Companies" shall mean (i) AM and any person or entity directly or indirectly controlling, controlled by, or under common control of AM, (ii) I/N Kote (iii) I/N Tek, and (iii) AM/NS Calvert LLC.
- (xi) "AM's Indemnitees" shall mean AM, all AM Companies and each of their respective directors, officers, employees, agents and insurers.
- (xii) "AM Property" shall mean all steel or substrate shipped to Processor, or otherwise in Processor's possession, custody or control for processing or storage, all materials and products, including scrap (other than scrap within the scrap allowance, if any, set forth in Appendix A to the Outside Processing Services Master Agreement) in connection therewith, and all proceeds resulting therefrom.

- (xiii) The "Other Contractual Documents," collectively, shall mean any other terms, conditions and provisions in any other documents (i) attached to the Outside Processing Services Master Agreement, including without limitation, the General Statement of Work attached thereto as Appendix A; (ii) issued by AM as contemplated by the Outside Processing Services Master Agreement, including without limitation documents commonly referred to as "Purchase Orders," "Mill Orders," "O/P Order Prints" and the like (collectively, "Orders"); or (iii) referenced in any of the foregoing documents for purposes of incorporation into Outside Processing Contracts under the Outside Processing Services Master Agreement (any such documents, collectively, "Referenced Documents").
- (xiv) "Outside Processing Services Master Agreement" shall mean the "master-type" agreement executed by Processor and AM on the Execution Sheet for the Outside Processing Services Master Agreement in order to establish the terms, conditions and provisions for entering into one or more Outside Processing Contracts.
- (xv) "Parties" shall mean AM and Processor.
- (xvi) "Processor" shall mean the party or parties identified as Processor on the Execution Sheet for the Outside Processing Services Master Agreement, and, solely for purposes of specifying the Processor's obligations under this Outside Processing Contract, shall include the Processor's employees, agents, Subcontractors (as hereinafter defined) and Suppliers (as hereinafter defined) at any tier.
- (xvii) The "Services" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
- (xix) "Subcontractor" shall mean any person or company contracting directly with or indirectly through Processor at any tier to furnish Processor with any services under this Outside Processing Contract.
- (xix) "Supplier" shall mean any person or company contracting directly with or indirectly through Processor to supply goods under this Outside Processing Contract.

## **SECTION 2. GENERAL PROVISIONS**

- (a) These AMUSA-104 General Terms contain provisions of general applicability to Outside Processing Contracts entered into by any AM Company, including without limitation any direct or indirect subsidiary.
- (b) This Outside Processing 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 Outside Processing Contract (including change orders) shall be binding upon AM or Processor unless made in a writing that both (i) states that it amends this Outside Processing Contract, and (ii) is signed by an authorized representative of each of AM and Processor. All other agreements or alleged agreements and any proposals made prior to this Outside Processing Contract are hereby superseded. Any reference whatsoever to, or any incorporation in any way whatsoever of, any bid, proposal, offer or quote of Processor in any part of the Other Contract Documents shall mean and include no more than the price, schedule, quantity and/or quality terms of Processor's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Processor's other terms and conditions of sale or performance. Any reference to AM's

or Processor's general terms and conditions of purchase, sale or performance in any Purchase Order or any communication or document issued or delivered by Processor (including, not limited to acknowledgements or invoices) shall not be operative, binding or effective.

- (c) Any captions used in this Outside Processing 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 Outside Processing Contract.
- (d) Nothing herein requires AM to order any Services from Processor or confers upon Processor any exclusive right to provide such Services to AM.
- (e) It is the intent of the parties that whenever possible, each term, condition and provision of this Outside Processing 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 Outside Processing 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 Outside Processing Contract.
- (f) All documentary parts of this Outside Processing Contract are complementary; what is called for by one part is as binding as if called for by all. If Processor finds a conflict, error or discrepancy in any parts of this Outside Processing Contract, Processor shall notify AM before proceeding with the Services affected thereby.
- (g) Except as otherwise expressly specified in this Outside Processing Contract, Processor shall provide and pay for all goods, services, utilities and facilities necessary for the execution and timely completion of the Services.
- (h) The failure of either Party to enforce at any time any of the terms, conditions and provisions of this Outside Processing 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 Outside Processing 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 AM or Processor of any term, condition or provision of this Outside Processing Contract shall not constitute a waiver of any future obligation to comply with such term, condition or provision.
- (i) This Outside Processing Contract was arrived at through good faith, arms-length negotiations, and any ambiguity shall not be construed against either Party.
- (j) Nothing in this Outside Processing Contract is intended to confer any rights or remedies upon any persons other than AM and Processor and their respective successors and permitted assigns, nor is anything in this Outside Processing Contract intended to relieve or discharge the obligation or liability of any persons other than AM and Processor, nor shall any provision of this Outside Processing Contract give any third person any right of subrogation, claim or cause of action against any party.
- (l) Any moneys due for Services furnished hereunder may at AM's option be applied by AM to the payment of any sums owed by Processor to AM. AM will provide Processor reasonable information supporting such an offset.

### **SECTION 3. SUSTAINABLE DEVELOPMENT; SAFETY**

- (a) Within the framework of sustainable development, AM is strongly committed in terms of safety, health, social dialogue and environment. Processor shall provide AM with Services performed safely and in compliance with Applicable Laws (including all laws regarding the environment). Moreover the principles stated in the United Nations Global Compact Treaty being of paramount importance for AM, Processor is invited to take all necessary steps in order to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>).
- (b) Safety of AM's personnel and those of its suppliers, contractors, and visitors to AM's Premises is a priority for AM. No other priority may override safety. Processor fully endorses these policies and adopts them as its own, in so far as they relate to the performance of its obligations under this Outside Processing Contract. Processor shall have and shall enforce and strictly comply with a strong internal safety policy that includes all current industry standards and any other applicable safety codes or procedures. Disregard for, or multiple or continued violations of, the safety considerations shall be deemed to be a material breach of this Outside Processing Contract.
- (c) Processor shall use only duly inspected and certificated equipment and duly licensed operators where required and shall furnish its personnel with all required protective equipment and enforce the use of such equipment.
- (d) While on the AM's Premises, Processor shall comply with (and shall cause its employees, contractors and agents to comply with) any safety, health, and environmental measures implemented by AM, including its Contractor Safety, Health and Environmental Handbook (the "Safety Handbook"), accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>, as amended from time to time by AM. On AM's request, Processor shall attend all safety meetings held by AM relating to the Services.
- (e) Processor shall: (i) notify AM immediately of any safety, health or environmental issues (including, without implying limitation, the discovery of hazardous and/or radioactive material) which may arise in connection with the performance of its obligations under this Outside Processing Contract; and (ii) take all appropriate measures and actions to mitigate the consequences which arise or which may arise therefrom and for which Processor is or may otherwise be responsible under this Outside Processing Contract. Breach of any of the provisions of this Section 3 by Processor shall be a material breach of a fundamental term of the Agreement. In the event of any such breach, AM may terminate the Agreement by written notice to Processor with immediate effect. Processor shall indemnify, defend and save harmless AM, its directors, officers, employees and agents against all claims, damages, loss or expense arising out of Processor's breach of its obligations under this Section 3 and against any adverse effects arising from such breach.

### **SECTION 4. COMPLIANCE WITH LAWS, RULES AND POLICIES**

- (a) The Processor shall at all times familiarize itself with and comply with all Applicable Laws (including, without limitation those relating to safety, health and the environment) in performing the Services; and the Services shall in all respects conform to the requirements of all Applicable Laws. Unless otherwise expressly provided



elsewhere in this Outside Processing Contract, Processor shall secure and maintain all applicable permits and certifications required to perform the Services; and Processor shall comply with all reporting requirements required by any Applicable Laws. Upon request by AM, Processor shall provide AM with copies of all documents submitted to any governmental entity in connection with the Services or in compliance with any Applicable Laws.

- (b) Any clause required under any Applicable Law to be included in this Outside Processing Contract shall be deemed to be incorporated by reference into this Outside Processing Contract.
- (c) Processor shall not offer or give, or agree to give, to any employee, agent, servant or representative of AM 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 Outside Processing Contract, or for showing or refraining from showing favor or disfavor to any person in relation to this Outside Processing Contract. Processor warrants that it has not paid commission, nor has agreed to pay commission to any employee or representative of AM in connection with this Outside Processing Contract.
- (d) Where Processor or Processor's employees, servants, subProcessors, suppliers or agents, engages in conduct prohibited by the provisions here above in relation to any Outside Processing Contract, AM shall be entitled to: (i) terminate this Outside Processing Contract pursuant to Section 15(b) and recover damages from Processor resulting from such termination; or (ii) recover from Processor any direct damages sustained by AM in consequence of any breach of these Section 4(c) whether or not this Outside Processing Contract has been terminated.
- (e) Processor shall notify AM 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 AM.
- (f) Processor represents that it has read and understands AM'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 AM's Code of Business Conduct in obtaining this Outside Processing Contract. Processor covenants that it shall not take any action inconsistent with or contrary to AM's Code of Business Conduct in the performance of this Outside Processing Contract. Processor may be in material breach of this Outside Processing Contract for any violation of the foregoing representations or covenant. In the event that Processor learns of any violation or alleged violation of AM's Code of Business Conduct, Processor shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305.
- (g) Without in any way limiting the requirements of this Section 4, the following shall apply to this Outside Processing Contract:
  - (i) Unless Processor is exempt, Processor 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). Processor 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) 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 Fair Labor Standards Act, 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.

- (h) Processor 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 is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.

Processor'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 Outside Processing Contract entitling AM to terminate the Outside Processing Contract. In that event, AM may also suspend or withhold payment if it has a good faith belief that Processor intends to violate any anti-corruption laws. AM will not be liable for any claims, losses, or damages arising from or related to failure by Processor to comply with any such laws or this anti-corruption clause or related to the termination of the agreement under this clause and Processor will indemnify and hold AM harmless against any such claims, losses, or damages.

- (i) Processor represents that it has read and understands AM's "Human Rights Policy" which is 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 AM's Human Rights Policy in the performance of this Outside Processing Contract. Violation of the foregoing representations or covenant is a material breach of this Outside Processing Contract.

## SECTION 5. NOTICES

All notices, demands and other communications required or permitted to be given under this Outside Processing 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 Processor shall be deemed to have been given to AM unless an e-mail copy thereof is sent to the email addresses for AM below.

- A. If to AM:  
[Name of AM Company]

3210 Watling Street  
East Chicago, Indiana 46312  
Attention: General Manager, Central Logistics & External Processing

With a copy to:

[Name of AM Company]  
1 South Dearborn, 19<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: General Counsel

and by Email to: [AMUSALawDepartment@arcelormittal.com](mailto:AMUSALawDepartment@arcelormittal.com)  
[AMUSA.LogisticsProcurementRequests@arcelormittal.com](mailto:AMUSA.LogisticsProcurementRequests@arcelormittal.com)  
[AMUSAPurchasing.ContractAdministration@arcelormittal.com](mailto:AMUSAPurchasing.ContractAdministration@arcelormittal.com)

- B. If to Processor:  
[To the representative and address of Processor listed on the Execution Sheet]

## **SECTION 6. CHANGED SERVICES; CHANGE ORDERS**

- (a) "Changed Services" shall mean the provision of goods or services in addition to, less than and/or different from the goods or services included within the Services. At any time prior to the completion of the Services, AM may require Processor to perform Changed Services.
- (b) Prior to Processor's commencement of any Changed Services, AM and Processor shall reach agreement on any adjustments in the Contract Price and/or any other adjustments including but not limited to the time for completion of the Services reasonably resulting from the Changed Services. Upon such agreement, AM shall issue necessary and customary documentation (a "Change Order") describing the Changed Services and any such adjustments, the payment for which shall be separately invoiced by Processor. In the event AM and Processor do not reach such agreement, Processor shall nevertheless perform the Changed Services in accordance with a Change Order issued by AM's Authorized Representative (as long as the Changed Services is within the capability of Processor, is ethical, legal and does not present a clear safety concern) indicating that a disagreement exists on adjustments, and the disagreement shall be resolved in accordance with the disputes resolution procedure applicable set forth in Section 26 below. Upon issuance of a Change Order, Services for all purposes under this Outside Processing Contract shall thereafter mean the Services as modified by the Change Order.
- (c) In the event that AM and Processor agree that it is necessary to perform any Changed Services on a time and material basis, Processor shall supply AM 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 Services, which rate schedule shall be subject to approval by the AM's Authorized Representative prior to commencement of the Changed Services. Except as otherwise agreed by AM or inconsistent with or contrary to any other part of this Outside Processing Contract, the provisions of MUSA-108 Supplementary Terms and Conditions, Time and Material Work for AM Companies, 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 Services performed on a time and material basis.

## **SECTION 7. DELIVERY PERFORMANCE**

The time for delivery of goods or the performance of services as specified on the Order for this Outside Processing Contract is of the essence. If Processor fails to deliver goods or perform the Services at the time specified on the Order and such delay or failure is a result of Processors actions or omissions, AM may cancel the Order and procure elsewhere and charge Processor with any cost of cover.

## **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, terroristic 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 Services within the time for performance required by this Outside Processing Contract. Further, events of any type affecting Processor's Subcontractors or Suppliers shall not be considered as events of Force Majeure excusing non performance of this Outside Processing 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. 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 or is expected to exceed more than 30 total days the parties agree to meet to decide the next course of action, which may include termination.

## **SECTION 9. MINORITY OWNED SUBCONTRACTORS**

It is AM's policy to seek out and utilize the services of minority owned businesses in a manner consistent with their growing capabilities. In keeping with this policy, Processor shall employ reasonable efforts to utilize minority owned businesses as Subcontractors.

## **SECTION 10. NO SERVICES TO BE FURNISHED BY AM**

Except as otherwise expressly set forth in this Outside Processing Contract, AM shall have no obligations in respect to the performance of the Services.

## **SECTION 11. PROCESSOR'S WARRANTIES**

- (a) In addition to any other warranties by Processor, express or implied by law, Processor hereby represents and warrants to AM that all Services and material produced thereby shall strictly conform with all specifications and any other requirements regarding quality contained in this Outside Processing Contract.
- (b) Unless otherwise specified on the face of the applicable Order, any Services or material produced thereby not strictly conforming with the foregoing warranties at any time prior to AM's end-customer's use of the materials produced by the Services shall be

deemed to be defective and shall at AM's request and at AM's convenience, but at Processor's sole expense, be repaired, replaced or re-performed as may be reasonably elected by AM.

- (c) With respect to any warranty claim made by AM, Processor shall promptly inform AM as to when Processor will make the repair, replacement or re-performance elected under Section 11(b) above. If, in the reasonable judgment of AM, the response time proposed by Processor is not adequate to avoid or minimize AM's loss or damage or, if Processor cannot be contacted, AM may make such repair, replacement or re-performance at Processor's expense, which expense will in no event be unreasonable.
- (d) The foregoing warranties and all remedies for breach thereof are non-exclusive, cumulative and in addition to any other rights and remedies available to AM.

## **SECTION 12. INSPECTION**

- (a) All portions of the Services shall be subject at all times to inspection by AM at any and all places where the Services may be performed ; provided, however, that AM shall provide reasonable advance notice of such inspection, such inspection shall occur only during ordinary working hours and shall not unreasonably interfere with Processor's performance of the Services. Processor shall provide AM with all necessary and reasonable information concerning the Services. Neither AM's right of inspection, whether or not exercised, nor any such inspection, shall relieve Processor of its responsibilities for the proper performance of the Services.
- (b) AM's good faith decision that any services, goods or materials do not in all respects comply with this Outside Processing Contract shall be final and conclusive, subject to any disputes resolution procedure applicable to this Outside Processing Contract. No failure on the part of AM 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.
- (c) Neither payment to Processor nor any comments or suggestions or any interim, preliminary, informal or provisional approvals, whether written or oral, by any AM employees or agents shall in any respect be taken as an approval of or admission by AM of the quality of the Services or any part of the Services and shall in no way release Processor from its warranties and other obligations under this Outside Processing Contract.

## **SECTION 13. AUDIT RIGHTS**

- (a) Processor shall keep, maintain and retain during the course of the Services and for not less than three (3) years after completion and acceptance by AM of the Services, complete and accurate books and records of: (1) Processor's compliance with its obligations under the Outside Processing Contract; (2), costs and expenses chargeable to AM (or reimbursable by AM); 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 Services performed for a lump sum price determined prior to commencement of the Services except to the extent necessary to establish that the Services was performed, and when it was performed. AM may audit such records as are required to be kept, maintained and retained hereunder. This right may be exercised at Processor's facilities by designated representatives of AM upon reasonable advance

notice at any time during normal Servicesing hours from time to time up to three (3) years after completion and acceptance by AM of the Services..

- (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 Processor's stores stock or capital items.
  - (iii) Amounts paid by Processor for labor.
- (b) AM shall bear the expense of any audit unless otherwise agreed by the Parties or unless the audit discloses errors in AM's favor. Any overcharges disclosed by an audit will be subject to reimbursement to AM plus interest accruing at the rate of 1% per month from the date the overcharge occurred.
- (c) This Section 13 shall apply to Subcontractors.

#### **SECTION 14. PRIME YIELDS**

To the extent that Processor fails to meet the aggregate prime yield(s) as may be agreed from time to time between AM and Processor for the Services, AM shall be entitled to a credit as may also be agreed from time to time.

#### **SECTION 15. AM'S RIGHT TO TERMINATE**

- (a) AM may terminate, in whole or in part, this Outside Processing Contract for AM's convenience at any time upon thirty (30) days written notice to Processor. Processor shall be entitled to payment for Services performed up to the date of termination. Upon termination, Processor shall cease performing Services and shall take such action as AM may direct for the protection and preservation of the AM Property and the Services performed up to the date of termination. Processor agrees to cooperate with AM to provide the information, personnel and resources necessary to effect an orderly termination, which may include a transfer of responsibilities for performing the Services. AM shall reimburse Processor for its reasonable out-of-pocket expenses incurred in performing its post-termination obligations. In no event shall Processor be entitled to receive unrealized profits as a result of such termination.
- (b) If Processor shall fail or refuse to diligently perform the Services or its other obligations hereunder 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 AM or shall otherwise be in material breach of this Outside Processing Contract, then AM, without prejudice to any other right or remedy it may have, may terminate this Outside Processing Contract upon written notice to Processor and may finish the Services by any method AM deems expedient. In the event of such termination, Processor shall:
- (i) stop performing all Services on the effective date of the notice of termination;
  - (ii) place no further order or subcontract for materials, services or facilities;
  - (iii) at AM's election, terminate or assign to AM all orders and subcontracts;

- (iv) deliver to AM such completed or partially completed information that, if the Outside Processing Contract had been completed, would have been required to be furnished (or returned) to AM;
  - (v) deliver to AM a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Services.
- (c) Processor will obligate its Suppliers and Subcontractors to the same conditions with respect to termination as those applicable to Processor as set forth above.

#### **SECTION 16. PROCESSOR'S RIGHT TO TERMINATE**

Processor shall have the right to terminate this Outside Processing Contract if, at any time after thirty (30) days written notice, AM fails to comply with a material provision of this Outside Processing Contract. Any such termination shall be deemed to be a termination for AM's convenience pursuant to Section 15(a) above.

#### **SECTION 17. NO LIENS; TITLE**

- (a) Title to all AM Property shall at all times be and remain the property of AM alone, and Processor shall have no ownership or other interest therein. Processor shall perform all Services to AM so as to maintain in AM full, exclusive and unencumbered title to and ownership to all AM Property, 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 AM. To the extent it is legally possible to do so, Processor hereby releases and waives on behalf of itself and its employees and its Suppliers and Subcontractors and their respective employees, the right to file, establish or assert any lien upon any property of any of the AM Companies in connection with any goods, services or labor supplied or performed in connection with this Outside Processing Contract, and Processor shall take all actions and provide for execution of any documents as are necessary in AM's opinion to effect this release and waiver. At AM's request, prior to engaging any Subcontractor or Supplier in connection with this Outside Processing Contract, Processor shall obtain an executed final release and waiver of right to lien from such Supplier or Subcontractor in a form acceptable to AM (when such Subcontractors may be entitled to liens). As a condition precedent to each payment otherwise due under this Outside Processing Contract, Processor shall first deliver to AM a fully executed final release and waiver of right to lien (when such Subcontractors may be entitled to liens) in a form acceptable to AM from each Supplier and Subcontractor who has supplied or performed any goods or services for which payment is sought.
- (b) Processor 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 AM in connection with the Services.
- (c) Processor shall immediately satisfy and discharge and shall indemnify, defend and hold harmless AM from and against all liens and claims therefor in connection with the Services or the performance thereof. If any such lien or claim therefor shall at any time be filed or asserted against any property of any AM Companies, Processor shall at its own expense immediately take all such action as is necessary to remove or satisfy such lien. In addition, Processor shall immediately reimburse AM for all costs or

expenses incurred by AM 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 AM or acceptance of any goods or services supplied or performed or improvements constructed pursuant to this Outside Processing Contract shall constitute a waiver of Processor's obligation to indemnify, defend and hold harmless.

- (d) In the event that any Supplier or Subcontractor or any of their employees notifies AM that Processor has failed to make timely payment to such Supplier, Subcontractor or employee in connection with any Services, then upon three (3) days notice to Processor, AM may, but shall be under no obligation to, pay such Supplier, Subcontractor or employee on Processor's behalf from any amount that remains payable to Processor under this Outside Processing Contract. AM's obligation to pay Processor shall be reduced to the extent of any such payments AM makes to any Supplier, Subcontractor or employee on Processor's behalf. Notwithstanding this Section or any other term, condition or provision of this Outside Processing Contract, nothing in this Outside Processing Contract shall create, establish or imply the existence or right of any third-party beneficiary hereunder.
- (e) If AM supplies items to be included in the Services, AM may require that the goods in process be marked or otherwise identified. Should AM elect to take over the Services as permitted under this Outside Processing Contract, Processor shall execute such documents and take such action as is in AM's opinion necessary to give AM the exclusive right to take possession and title of all supplied items at such time, as well as a security interest therein.
- (f) The relationship of AM to Processor hereunder with respect to all AM Property is one of bailment. An informational or other filing may be made at AM's option under the Uniform Commercial Code. Processor hereby authorizes AM, or any other AM Company, to prepare and file such Uniform Commercial Code financing statements confirming AM's continued ownership of the AM Property and reflecting such bailment relationship as AM reasonably deems necessary or appropriate to protect its interests. Processor also agrees to execute and deliver such instruments, including financing statements and related amendments or continuation statements, as are reasonably necessary in order to fully protect the rights, title and interest of AM in and to all such AM Property. The collateral description in any such financing statement will be substantially similar to: "Whether now existing or hereafter arising, all steel or substrate in the past or in the future shipped to Debtor ("Bailee") by AM (the "Goods"), or any Goods otherwise in Bailee's possession, custody or control for processing or storage, all materials and products, including scrap in connection therewith, and all proceeds resulting therefrom. Title to the Goods shall at all times be retained by AM. AM's interest in the Goods extends to all products and proceeds, in any form." Processor confirms and agrees that AM may, at its option, notify the holder of any lien or security interest in Processor's personal property of AM's continued ownership of the AM Property. In furtherance of the foregoing, Processor shall provide to AM, upon request, all information that AM may need complete and file a UCC Form 1 (Financing Statement) and information regarding other creditors of Processor with a security interest in Processor's inventory (or any persons who may have filed a UCC-1 covering Processor's inventory).
- (g) AM shall be entitled to claim and collect any and all drawback of customs duties, fees or Internal Revenue Service taxes imposed on imported merchandise by reason of its importation that may be payable with respect to any materials subject to this Outside Processing Contract. For purposes of the drawback regulations only, Processor shall be the agent of AM as regards the performance of the Services. Processor shall comply



with all applicable requirements of the drawback provisions of the United States Customs Regulations, including keeping and retaining required records and permitting verification of its records by Customs officials. Processor shall prepare, execute and deliver to AM all letters, certificates, entries, notices, abstracts, schedules, extracts and other documents that AM may request for the purposes of claiming or receiving any drawback payment.

- (h) Upon 24-hours written notice, AM may at any time during normal business hours enter Processor's premises and remove any or all AM Property that has not yet been processed. In connection with the foregoing, AM shall not interfere unreasonably with Processor's operations. AM agrees not to remove processed material without the consent of Processor.
- (i) Processor shall handle, store and maintain all AM Property in a safe, dry and secured area, protected as appropriate against weather, condensation, water damage and theft. Processor shall insure that all AM Property is properly tagged, marked or otherwise identified as AM Property at all times, and shall maintain and not remove the coil tags from any coils received from AM. Processor's inventory control system shall be operated and maintained in such a manner as to identify any and all AM Property and permit AM to determine the physical location of all such property. AM shall have the right, upon reasonable notice to Processor, to enter upon Processor's premises for the purposes of inspecting any AM Property and verifying Processor's compliance with this Section.
- (j) Processor agrees to furnish AM immediate written notice of the seizure, by process of law or otherwise, of any of AM's Property.

#### **SECTION 18. "HOLD" ON AM PROPERTY**

If AM notifies Processor that any AM Property has been placed on "hold" or if a "hold" is transmitted by EDI on any of AM Property, Processor shall not release or ship such material unless and until it is specifically directed to do so by AM's authorized representative.

#### **SECTION 19. FINANCIAL CONDITION**

Processor warrants to AM that its financial condition is and will be sufficient to enable it to perform and complete satisfactorily all of its obligations under this Outside Processing Contract; and Processor shall at AM's request furnish financial statements evidencing said sufficient financial condition, which AM shall treat as Confidential Information. Processor also warrants that any financial statements furnished to AM, if any are required to be submitted to AM, are prepared in accordance with general accounting principles applied on a consistent basis and such financial statements accurately describe Processor's financial condition.

#### **SECTION 20. RISK OF LOSS; INDEMNIFICATION; CLAIM POLICY**

- (a) Processor shall indemnify, defend and hold AM Indemnities harmless from and against all loss or liability (including reasonable attorney's fees and court costs) for or on account of any disease or injury (including death) or damages received or sustained by any person by reason of: (i) any act or omission, whether negligent or otherwise, on the part of Processor or any of its subcontractors or any of their respective employees, agents or invitees; (ii) the condition of Processor's premises; or (iii) otherwise arising out of Processor's performance of this Outside Processing Contract.

- (b) Processor shall be liable for and fully reimburse AM for any loss of or damage to any AM Property that occurs when it is in Processor's possession, control or custody, no matter how such loss or damage is caused, and shall indemnify, defend and hold AM harmless from and against any claims by third parties in connection with such loss or damage, including without limitation claims that AM has failed to perform its contract with or purchase order from a third party. In the event of loss or damage to any AM Property shipped or delivered to Processor, AM may, at its option, invoice such material to Processor at AM's mill price plus freight in effect at that time and such invoice(s) shall be payable within thirty (30) days of the invoice date. Processor shall reimburse AM for such loss or damage at the then effective (i.e., AM's published or established) commercial price applicable to the type of AM Property lost or damaged and shall reimburse AM for any charges for Services previously paid on the items lost or damaged.
- (c) Processor shall inspect all AM Property when received (without prematurely opening any protective packaging) and document any observable damage to AM Property. In the event the AM Property is damaged at the time that it is sent for outbound shipment from Processor and Processor's inbound inspection documentation does not note such damage and such damage would have been observable, the damage shall be presumed to have been caused while the AM Property was in Processor's possession. Processor shall only be able to rebut that presumption by clear and convincing evidence to the contrary.
- (d) In the event Processor fails to correct or report to AM any defects in or affecting AM Property that are reasonably discoverable by Processor in the course of the Services, whether such defects are caused by Processor, AM or otherwise, then Processor shall reimburse AM for any claim by AM's end Customer to the extent the claim is attributable to Processor's failure to properly perform the Services or to inspect the AM Property (and notify AM of defects or damage); or if the material produced by the Services are rejected by the end Customer, Processor shall reimburse AM for the reasonable cost to provide substitute materials to the end Customer to the extent the rejection is attributable to Processor's failure to properly perform the Services or to inspect the AM Property.
- (e) In lieu of the AM's remedies in subparagraphs (b), (c) and (d) of this Section 20, at its option, AM reserves the right to sell rejected material on the open market.
- (f) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS OUTSIDE PROCESSING 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 TO WHICH EITHER PARTY HAS EXPRESSLY AGREED UNDER THIS CONTRACT, REGARDLESS OF WHETHER OR NOT THE UNDERLYING CAUSE FOR EITHER PARTY HAVING TO PERFORM ITS OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS THE OTHER PARTY WOULD OTHERWISE UNDER LAW BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

## SECTION 21. INSURANCE

- (a) Prior to the completion of the Services any Changed Services as applicable, and re-delivery to AM or delivery to a third party as directed by AM, the AM Property shall

remain at the risk of Processor and Processor shall be responsible for all loss and damage to the AM Property 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 Processor.

- (b) Processor shall maintain and shall require each of its Subcontractors, if any, to maintain the following types of insurance coverages with not less than the limits of coverage below or that Processor maintains as part of its general program of business insurance, whichever are greater, and for coverage periods as long as the Outside Processing Services Master Agreement is in effect:
  - (i) \$1,000,000.00 per occurrence 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 AM; 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 Outside Processing Contract; and
    - (2) completed operations coverage;
  - (ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Processor 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 Processor has an accepted program of self-insurance under Applicable Law or participates in an applicable state administered Workers Compensation fund;
  - (iii) \$500,000.00 per occurrence of Employers liability insurance;
  - (iv) \$1,000,000.00 combined single limit of 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 AM Company; and
  - (v) All-risk property insurance (including flood and earthquake) covering full value of all AM Property in Processor's custody or control, including transit perils. AM, Processor and all Subcontractors shall be named insureds under the policy, which shall be primary to and noncontributory with any other insurance carried by AM.
- (c) All required policies of insurance shall contain a waiver of subrogation in favor of AM's Indemnitees. The required commercial general liability, employers liability, and motor vehicle liability insurance policies shall cover AM as an additional insured with respect to claims arising out of the Services of the named insured or on the real property of any AM Company, and with respect to claims by employees of Processor or their personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by AM.

- (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 required for the policy, or (ii) the deductibles or self-insured retentions in Processor's general program of business insurance. All deductibles on insurance required to be obtained under this Outside Processing Contract shall be borne by Processor at its sole expense, without reimbursement by AM, and shall be treated as "insurance" for the purpose of the waiver in Section 21(h) below;
- (e) All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to AM who are qualified to do business in the jurisdiction(s) in which the Services 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 Agreement and before commencing any Services hereunder, Processor shall provide AM with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds required hereunder, 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 AM. All certificates of insurance shall be sent to the attention of AM's Manager for Risk Management and Insurance, ArcelorMittal USA LLC, 3210 Watling Street, Mail Code 8-216, East Chicago, IN 46312. Upon request by AM, Processor shall deposit, and shall cause each Subcontractor, if any, to deposit, with the AM 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 AM of the payment of premiums. Thereafter, Processor shall deposit with AM certificates of renewal not less than ten (10) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for Services performed by Subcontractors and must incorporate any additional endorsements as AM may reasonably request.
- (f) Processor shall notify AM and the applicable insurance carriers of any occurrence or event giving rise to a claim as required under the terms of the policies.
- (g) Processor waives all rights and claims against AM's Indemnitees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of its actual recovery of any insurance proceeds. Processor shall require similar waivers in favor of AM and Processor from its Subcontractors.
- (h) Failure of the Processor to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Processor to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Processor under the Contract. Failure to maintain all required insurance coverage may result in the cancellation of this Outside Processing Contract and may result in termination of all other Outside Processing Contracts entered into under the Outside Processing Services Master Agreement.

## **SECTION 22. ASSIGNMENT**

This Outside Processing Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Processor shall not assign or subcontract 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 AM hereunder unless it shall have procured the prior written consent of AM to such assignment or pledge. No

assignment or subcontracting of any portion of the Services to be performed hereunder will relieve Processor of its obligations under this Outside Processing Contract. Notwithstanding anything herein to the contrary, and without in any way limiting any other of AM's rights, AM shall have the right upon written notice to Processor to assign this Outside Processing Contract and AM's rights or obligations under this Outside Processing Contract to (i) any person who acquires all or substantially all of AM's business assets to which this Outside Processing Contract pertains, and (ii) any of the AM Companies.

## **SECTION 23. TAXES**

Processor 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 Services, (ii) all sales, use, excise, income, transportation, privilege, occupational and other taxes that Processor is required by law to pay, and (iii) any personal taxes on property owned by Processor, and shall indemnify, defend and save AM's Indemnitees harmless from liability for any such contributions, taxes or premiums.

## **SECTION 24. PUBLICITY; CONFIDENTIALITY**

- (a) Processor shall not make any public announcement, press release or advertisement in connection with this Outside Processing Contract or in any way use AM's name or logo without the prior written approval of AM's Authorized Representative.
- (b) Processor 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 AM's Indemnitees or of any AM Property without, and in each instance where granted, only to the extent of, the prior written permission of AM, which may be withheld in AM's sole discretion. Processor shall not disclose any AM information obtained by or provided to Processor in the performance of this Outside Processing Contract (such information being "Confidential Information") any person or entity other than those employees or agents of Processor with a need to know AM's Confidential information to perform under this Agreement, except with the written consent of AM's Authorized Representative, under circumstances of a Demand or as necessary to enforce the Agreement. AM shall not disclose any financial information of Processor provided pursuant to this Agreement, or any cost, business practice, business plans or pricing information of Processor obtained by or provided to AM in the performance of this Outside Processing Contract (such information also being "Confidential Information") any person or entity other than those employees or agents of AM with a need to know Processor's Confidential Information to perform under this Agreement, except with the consent of Processor, under circumstances of a Demand or as necessary to enforce this Agreement or defend itself from suit under this Agreement. If either party is required by judicial or administrative process to disclose any Confidential Information of the other party (a "Demand"), the party to whom the Demand is directed shall promptly notify the other party of such Demand, so that the other party may seek an appropriate protective order or consent to the disclosure. If a protective order or consent is not obtained by the date by which the Demand must be satisfied, the party subject to the Demand may disclose the Confidential Information, but only to the extent required to comply with the Demand. Neither party shall be required to keep confidential any data or information which is or becomes publicly available without fault on the part of Processor; is independently developed outside the scope of this Agreement; or is rightfully obtained from third parties. The parties obligations under this Section shall survive termination of this Agreement.

- (c) Upon AM's request, Processor shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Outside Processing Contract as AM may reasonably request.

## **SECTION 25. INDEPENDENT PROCESSOR**

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

## **SECTION 26. DISPUTES RESOLUTION**

- (a) Any dispute arising under this Outside Purchasing Contract shall be resolved by the decision of AM's Authorized Representative, subject to any remedies available to either party at law or in equity. Pending any such remedies or legal actions, the parties shall abide by the decision of AM's Authorized Representative so long as the decision of AM's Authorized Representative is ethical, legal and does not present a clear safety concern.
- (b) This Outside Processing Contract shall be governed by the Applicable Laws of the State(s) where the AM Property is produced, without regard to said State's(s') principles of conflicts of law. 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 Outside Processing Contract. The exclusive venue for any legal actions brought by either Party under this Outside Processing Contract shall be the courts of applicable jurisdiction in the State(s) where the AM Property that is the subject of such legal actions is produced.

## **SECTION 27. QUALITY AND BILLING REQUIREMENTS**

Processor will comply with all of the quality, billing and other requirements posted online at: <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Outside+Processing+Quality.asp>, as it may be revised from time to time. The version of any of the above-referenced documents applicable to any Service shall be the version in effect on the date that the Order for the services was sent or issued by AM to Processor. The terms may vary depending upon the AM facility for which Processor is performing the Services.

## **SECTION 28. TRANSPORTATION REQUIREMENTS**

Processor will comply with AM's transportation requirements. AM will provide its transportation requirements to Processor by AM, and may update such transportation requirements from time to time.