

**ArcelorMittal Companies in the USA**  
**General Purchasing Conditions for Purchase of Goods or Services or Both Goods and Services**  
**AMUSA-100 (August 2016) for Purchase Orders**

**1. SCOPE OF APPLICATION**

1.1 These General Purchasing Conditions ("GPC") shall apply to the purchase of any materials, items, products, components, software and any related services ("Goods") offered or provided by suppliers ("Seller"). They apply to and are an integral part of any purchase order ("Order") placed by the Buyer with Seller. For the purpose of these GPC, Buyer means the issuer of this Order that is (i) a company directly or indirectly controlled by ARCELORMITTAL S.A., including its successors in title, assigns and/or transferees as the case may be and/or (ii) a subsidiary acting on behalf of companies as defined in (i) above. No terms and conditions other than these GPC, the provisions of the Order and any and all documents incorporated therein by reference shall be binding upon the Buyer unless expressly accepted in writing. No terms and conditions contained in order confirmations or order acknowledgments, prior offers or any other document issued by Seller shall be binding on the Buyer, even if they have not been expressly rejected. Any reference to any bid, proposal, offer or quote of Seller in this Order shall mean and include no more than the price, schedule, quantity and/or quality terms of Seller's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Seller's general terms and conditions of sale or performance. The failure of either Party hereto, at any time, to enforce any terms and conditions of this Order shall not be construed to be a waiver of the right of such party thereafter to enforce any terms and conditions.

1.2. No order, amendment thereof, addition or a complement thereto shall be binding on the Buyer unless expressly accepted in writing in the form of an Order or change Order issued by the Buyer.

1.3 If individual terms, or portions of terms, of these GPC cannot be applied for any reason whatsoever, all other terms and conditions, or portions of such terms, will remain unaffected.

**2. PRICES - QUOTATION - CONDITIONS OF PAYMENT - INVOICING - TIME AND MATERIAL WORK**

2.1 All Order prices shall be fixed firm and not subject to revision. They are inclusive of all taxes (VAT excepted), contributions, insurances and all other costs incurred by Seller in performing the Order up to and including Goods' Delivery. Pricing includes use rights to Seller's Documents and any software embedded in any Goods, including third party intellectual property. Pricing also includes use rights for any software identified in the Order, unless otherwise expressly provided on the face of the Order.

2.2 Unless Seller is on auto pay by ArcelorMittal, after each delivery of Goods pursuant to an Order, Seller shall send an invoice in accordance with all applicable legal and Buyer requirements, and which shall show the Buyer's Order number and date, Seller's references, the relevant stage of contractual performance at which a down payment may be invoiced, and shall specify the amount of any down payment or balance requested. No invoice shall relate to more than one Order.

2.3 Unless otherwise specified on the face of this Order, duly issued invoices shall be paid within 90 days from receipt thereof by the Buyer, subject to all payments being made on the 10<sup>th</sup> and 25<sup>th</sup> of each month. However, Buyer shall be entitled to withhold payment if Seller fails to meet the requirements of the Order. In this case Seller shall have no claim for interest (even on a portion of the price), penalties or any other compensation.

2.4 The absence of an express rejection of an invoice shall not constitute acceptance thereof. Payment of an invoice shall not constitute acceptance of any Goods ordered or delivered. Acceptance of Goods by the Buyer, to be valid, must be express and explicit and will otherwise represent only Buyer's acknowledgment that delivery has been made.

2.5 Buyer may credit toward the payment of any monies otherwise due Seller hereunder any monies that Seller may now or hereafter owe to Buyer or to any of its affiliates.

2.6 Where the purchase price hereunder is to be determined by Seller's time or cost of materials, or otherwise from records to be maintained by Seller, Seller will retain all records necessary for such determination for a period of at least three (3) years after the completion of this Order and will permit Buyer or its representatives access thereto at all reasonable times for the purposes of audit. To the extent the portion of the purchase price determined by Seller's time exceeds \$100,000 in any calendar year, Seller will provide

Buyer with a reconciliation of actual tax and insurance costs included in the invoiced rate and any difference shall be reflected as an adjustment to the purchase price. All time and material work shall be priced in accordance with in AMUSA 108 Time and Materials Work located at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>

### **3. QUALITY - SAFETY - SUSTAINABLE DEVELOPMENT - COMPLIANCE WITH APPLICABLE LAW**

3.1 Before making any offer or quotation, Seller will (i) obtain all information relating to Buyer's needs and foreseeable use of the Goods, in order to provide Buyer with all necessary advice and information on Goods proposed, and (ii) inform itself fully with regard to standards, customs, rules and legal standards applicable to each delivery. For the proper performance of Orders, Seller shall (i) define and apply quality assurance programs, and (ii) conduct all necessary quality investigations and testing. Seller shall keep Buyer fully informed of the results of such measures.

3.2 Through the application of the principles of sustainable development the Buyer is strongly committed to the protection and improvement of safety, health, social dialogue and the environment. Safety in the workplace, in particular, is a priority for Buyer. Seller shall provide Buyer with Goods and/or any necessary equipment, which fully satisfy the safety, health, social dialogue and environmental rules applicable to each delivery (such as laws and regulations, Buyer's safety rules, etc.).

3.3 Should Seller commit a violation relating to safety, health or environmental obligations, Buyer will be entitled to cancel any Order for cause pursuant to Section 11.2. Further, Seller shall bear all direct expense and liability arising from such violation (including liability for any penalties or fines) and protect Buyer from the same to the maximum extent allowable by law.

3.4 Safety Handbook. In connection only with any activities on Buyer's premises, the following shall apply: Seller shall strictly comply with the Contractor Safety, Health and Environmental Handbook (the "Safety Handbook") and its Truckload Carrier Safety Standard, accessible at: <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> and any other applicable safety codes or procedures in place at and provided in writing to Seller for Buyer's premises where the services are performed.

3.5 (a) Any clause required under any applicable law to be included in this Order shall be deemed to be incorporated by reference into this Order. Seller shall comply with all federal, state and local laws and ordinances and all lawful regulations of any public authority. Without limiting the generality of the foregoing, Seller warrants that all materials or services furnished under this Order shall comply with all federal, state and local laws, rules and regulations pertaining to safety and health, including but not limited to the Federal Occupational Safety and Health Act of 1970, as amended, and safety standards promulgated pursuant thereto, and that Seller will comply with all applicable laws, regulations, ordinances, executive orders and rules with regard to discrimination as to age, race, color, religious creed, sex, ancestry or national origin, physical or mental disability and veteran status.

(b) Without in any way limiting the requirements of Article 3.5(a) above, the following shall apply to this Order:

(i) Unless exempt, Seller and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, Seller and any subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

(ii) Unless Seller 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 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) regulates chemicals in the workplace. Seller is responsible for providing appropriate Safety Data Sheets (“SDS”) for materials or chemicals regulated under OSHA. Buyer will not pay any invoice for a hazardous chemical unless it is properly labeled upon receipt at Buyer’s location and Buyer has received an appropriate SDS.

#### **4. DELIVERY - TRANSFER OF TITLE - PACKAGING - TRANSPORTATION**

4.1 Unless otherwise specified on the face of this Order, all Goods shall be sold INCOTERMS DDP Buyer’s plant (in accordance with the ICC’s most recent edition) (equivalent to the FOB Buyer’s plant per the Uniform Commercial Code Sec. 2-319), unloaded at the final location indicated by the Buyer (the “Delivery”). If no more specific place of delivery is specified, delivery can be made only at the discharging bay or such other place where Buyer usually takes delivery.

##### **4.2 Before Delivery:**

- Seller shall inspect Goods for compliance with Order specifications, quality, weight, and physical dimensions, as well as for any damage to the Goods or their packaging.
- Goods shall be packed so that they will not be damaged during transportation or handling and so as to avoid difficulties in unloading the Goods at the Buyer’s place of delivery. All items shall be properly marked according to (i) applicable rules, especially in the case of dangerous goods, if any, and (ii) Buyer’s instructions, and at a minimum marking shall set out Buyer’s Order number, Seller’s identification, item number, place of delivery, item description, weight and quantity, and all markings required for proper delivery and assembly. Sling and handling points shall be provided with the Goods. If Buyer requests, Seller shall take back all packaging material after delivery. If Seller requires the use of Buyer’s lifting equipment or employees at the place of delivery, Buyer will require at least 24 hours notice and their use shall be at Seller’s risk.
- Packaging materials and methods will be selected by Seller to minimize cost of usage and to meet the following objectives: protection, safekeeping, recyclability, energy saving and destruction.

##### **4.3 Transportation:**

- Seller undertakes to take all measures necessary to perform safe and proper transportation of the Goods by all appropriate means and using all appropriate equipment and accessories, with the assistance of competent and solvent agents or subcontractors where necessary.
- Unless otherwise specified on the face of this Order, delivery times in the Order shall be of the essence. If the Order is not performed in the specified time, the Buyer is entitled to cancel the Order, or any part thereof, and to claim damages from the Seller pursuant to Section 11.2, or to accept delivery and, unless otherwise specified on the face of this Order, withhold liquidated damages from the Seller (as set out below), without any requirement that Buyer give prior notification of default. Buyer reserves the right to refuse partial or early deliveries, and in such cases may return the Goods or, at its choice, store them, at Seller’s costs and risk.
- Seller shall immediately notify the Buyer in writing of any delays and simultaneously provide all information concerning the reason and/or extent of the delay, as well as details relating to the efforts Seller intends to make in order to avoid delay or expedite delivery (at Seller’s cost). Unless otherwise specified on the face of this Order, in the event of a delay in delivery, the Buyer shall be entitled, without prejudice to any other remedies, to liquidated damages in the amount of 1% of the order value for each full week of delay, not to exceed a maximum of 10 %. Buyer shall communicate its decision to withhold liquidated damages no later than the date of payment of the first invoice following the delay. Such liquidated damages shall be without prejudice to Buyer’s rights to claim for damages related to other aspects of Seller’s performance.

4.4 Title and risk of loss to the Goods shall transfer unconditionally to the Buyer upon Delivery.

#### **5. ACCEPTANCE - INSPECTION**

5.1 Without prejudice to the terms of Article 4.2, Buyer reserves the right to verify the progress and proper performance of the Order and to conduct any quality investigations and testing it deems advisable. Seller shall provide Buyer and its representatives free access to Seller’s workshops at all times. This shall in no way relieve Seller from its duties under the Order, or limit them in any way.

5.2 All requirements mentioned in Buyer’s quality systems are to be considered as conditions of the Order itself. Seller shall have an established and implemented Quality System in accordance with ISO 9001 (2008) and TS 16949 (2009) or their equivalent (depending on the nature of the Goods). The Buyer or its representative shall have the right to undertake quality audits and verifications of Seller’s or of any subcontractor’s quality system.

5.3 In the event of rightful rejection of all or part of any delivery, Goods rejected shall be stored and shipped back by the Buyer at Seller’s expenses and risk.

## **6. TECHNICAL DOCUMENTATION - OPERATING AND MAINTENANCE MANUALS**

Seller shall deliver to the Buyer, at such times as may be agreed but at the latest upon delivery of the Goods, all technical documentation relating to the Goods, such as operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety sheets, mill inspection certificates, certificates of conformity and any other supporting documentation ("Seller's Documents"). If not otherwise specified in the Order, the delivery of software or of goods including software will include, for maintenance and/or adaptability reasons, all source and object codes relating to it. Such technical documentation remain the property of Buyer and shall be considered as integral part of Goods in the meaning of these GPC. Subject to Seller's applicable patent rights, if any, Buyer may use and make copies of any Seller's Documents delivered to it under this Order as necessary or reasonably convenient for the purpose of operating, maintaining, repairing, servicing, rebuilding, replacing parts, or modifying any goods delivered to Buyer under this Order or contracting with others to perform any of those services. Confidentiality markings on any Seller's Documents shall not restrict Buyer's rights hereunder.

## **7. WARRANTY - LIABILITY**

7.1 Seller warrants that the Goods shall be in accordance with all communicated specifications and requirements, shall be state of the art and fit for the particular purposes communicated by the Buyer to the Seller in the Order or before, shall be free from defects in design, materials and workmanship, shall meet all applicable statutory requirements and standards, especially those relating to the environment, safety and employment, or labor laws and regulations, and shall, unless otherwise expressly and clearly specified on the face of the Order, be completely new throughout and shall not contain any rebuilt, reconditioned, repaired and/or used parts, components or materials (and in the event it is expressly and clearly stated on the face of the Order that any Goods and/or parts, components or materials may be rebuilt, reconditioned, repaired or used, then any such Goods delivered to the Buyer shall be clearly, accurately and prominently labeled accordingly). Any representations or warranties included in Seller's catalogues, brochures, sales literature and quality systems shall be binding on Seller. Seller acknowledges having examined Buyer's specifications thoroughly.

7.2 Unless otherwise specified on the face of this Order, Seller warrants due performance of the Goods for a period of 2 years after they are put into service. Claims made under this warranty shall suspend the warranty period until Seller has remedied the default, and the warranty period will be extended accordingly.

7.3 If any Goods at any time are found not to be as warranted, Buyer shall have the option, by written notice to Seller, at Buyer's sole discretion: (a) to rescind the Order according to the provisions of Article 11 (Termination); (b) to accept such Goods with an equitable reduction in price; or (c) to reject such non-conforming Goods and require delivery of replacement Goods (including the removal of the defective Goods installed and installation of the replacement Goods, provided that Seller's liability for such removal and installation costs shall not exceed the price of the Order) or the making of necessary repairs, all at Seller's expense. All Goods rejected for any reason will be returned to Seller, at Seller's risks and expense, or will be stored at Seller's risk in Buyer's warehouses. After 30 days following notification of rejection, Seller shall be liable to pay warehouse storage charges for the Goods.

7.4 If Seller fails to deliver suitable replacements or make repairs promptly or urgently as the case may be, Buyer shall be entitled to obtain cover Goods through an alternative supplier and recover from Seller the difference between the cost of cover and the Order price, plus any incidental costs and any reasonable costs to remove the defective Goods and install the cover goods.

7.5 Any Goods repaired or replaced shall be subject to the provisions of this Article.

7.6 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS ORDER FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, PRODUCTION OR BUSINESS (COLLECTIVELY "CONSEQUENTIAL DAMAGES"); PROVIDED, HOWEVER, 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 3, 8, 12 AND 18 OF these GPC.

7.7 Buyer's rights and remedies as set out in these GPC shall be in addition to any other rights and remedies provided by law or in equity.

7.8 In any case, no inspection, approval or acceptance of Goods shall relieve Seller from responsibility for defects or other failures to meet the requirements of the Order.

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

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Seller warrants that neither the Goods nor the sale thereof covered by the Order will infringe upon or violate any trademarks, patents, copyrights or other legal rights of third parties. Seller shall indemnify and hold Buyer harmless against all actions or claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any infringement of intellectual property rights. Seller shall, at its own expense if so requested by the Buyer, defend the Buyer against all such claims, proceedings and suits.

8.2 In the event the Goods become the subject of actions or claims of infringement of intellectual property rights, Seller shall either in the shortest possible period obtain the right for the Buyer to use the Goods or modify or replace the Goods so that the infringement ends. Modification or replacement of the Goods shall never result in a decrease or reduction of the functionality or fitness of the Goods for the particular purpose used by Buyer. If Seller fails to carry out its duties as set out herein, the Buyer, with eight business days advance notice, shall be entitled to take such actions as it deems necessary and to recover the total cost of the Goods, and the installation or implementation costs associated with the Goods, from Seller.

8.3 Patentable inventions and protectable creations as well as their results, insofar as they arise from the Order, shall belong to the Buyer unless Seller establishes that they arise from Seller's sole inventive capacity, and were developed independently of the Order.

## **9. NON-DISCLOSURE - PROPRIETARY RIGHTS - CONFIDENTIALITY**

9.1 All written or verbal information supplied by the Buyer to Seller regarding the Buyer's know how, specifications, procedures, needs and all technical information, documents and data shall be treated as confidential and shall not be disclosed to third parties without the Buyer's prior written consent during at least 10 years following date of disclosure to Seller. Such information shall be exclusively used for the performance of the Order, or for the purpose of preparing offers or quotations.

9.2 The rights of ownership and copyrights in any designs, drawings, samples and other documents delivered to Seller belong to Buyer and such items shall not be duplicated or disclosed to third parties at any time without Buyer's prior written consent.

9.3 Seller shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any real property of Buyer or its affiliates without, and in each instance where granted, only to the extent of, the prior written approval of Buyer, which may be withheld in Buyer's sole discretion.

9.4 Upon Buyer's request, Seller shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Order as Buyer may reasonably request.

## **10. FORCE MAJEURE**

10.1 The party affected by an event beyond its reasonable control and which could not reasonably have been foreseen or avoided, including (without implying limitation) terrorism, insurrection, epidemic, flood, earthquake or like natural disaster ("Force Majeure") shall immediately notify the other party in writing of said event and furnish the other party with all relevant information and proof relating thereto, and particularly to the period of time said event may delay the timely performance of this Order. Strikes affecting Seller, public transportation or events of any type (including those defined as events of Force Majeure hereunder) affecting Seller's subcontractors or suppliers shall not be considered as events of Force Majeure excusing non performance of this Order.

10.2 In the event of an event of Force Majeure affecting Seller, the Buyer shall be entitled at its discretion:

- (a) to agree with Seller on an extension of time for delivery; or
- (b) to terminate the Order or any part thereof, at any time, without further obligation or liability, and request the reimbursement of any sums already paid.

10.3 The price for shipments previously delivered remains due only if they may be fully used by the Buyer notwithstanding the subsequent failure to deliver the rest of the Order. Any excess amount paid as an advance by the Buyer shall be refunded by Seller.

10.4 Equipment breakdowns, shortage of materials, or any other cause beyond the reasonable control of the Buyer preventing the use of the ordered Goods or reducing the needs of the Buyer with respect to the Goods shall entitle the Buyer at its option to suspend or postpone delivery of the ordered Goods or to terminate in whole or in part the Order without further obligation or liability.

#### 11. TERMINATION

11.1 Buyer shall always be entitled, even though Seller is not in breach of any obligation, to suspend the Order, or to terminate the same in whole or in part, by giving three days' advance notice to Seller. Seller shall be obligated to mitigate its costs related to any such termination. In the event of such a termination, as Seller's sole and exclusive recourse, Seller may charge Buyer reasonable costs incurred up to the time of termination relating to the Order; provided, that Buyer shall be entitled in its sole discretion to take delivery of anything for which it is being charged by Seller hereunder. In no event shall Seller be entitled to recover incidental or consequential damages or loss of profits. For suspension of the Order hereunder by Buyer for greater than 1 year, Seller may, as Seller's sole and exclusive recourse for such suspension, charge a reasonable fee for storage of any works in progress, commencing only after the first year of the suspension.

11.2 In the event Seller fails to comply with any material term or condition of this Order, Buyer shall be entitled, by written notice to Seller and without prejudice to any other remedy available under this contract, at law or in equity, to terminate the Order in whole or in part without any further liability or obligation, to recover from Seller all moneys paid by the Buyer to Seller in respect thereof, obtain cover Goods through an alternative supplier and recover from Seller the difference between the cost of cover and the Order price, plus any incidental costs and any reasonable costs incurred by Buyer to remove any defective goods and install or implement replacement goods. The same shall apply in case Seller fails to make progress in producing or assembling the Goods so as to endanger the timely performance of this Order in accordance with its terms.

11.3 If Buyer has a reasonable basis to believe that the financial condition of Seller imperils Seller's performance of the Order, Buyer may demand, and Seller shall promptly furnish at Seller's cost, a bond with such surety or sureties reasonably acceptable to Buyer covering the faithful performance of the Order by Seller. In the event that Seller fails to promptly provide such bond or surety, Buyer may terminate the Order with immediate effect without any further obligation or liability.

#### 12. INDEMNITY

12.1 "Buyer's Indemnitees" shall mean, collectively, Buyer, including any of its affiliated companies, and their respective directors, officers, employees and agents. "Claims" shall mean, collectively, any and all claims, actions, suits, fines, penalties, and demands (including but not limited to claims of strict liability, negligence, fault imposed by statutes, rules or regulations, breach of contract and breach of warranty) for any liabilities, damages, judgments, awards, costs and expenses of every character whatsoever (including reasonable attorney's fees), whether or not the Claim has merit.

12.2 In connection only with any goods or off-site services provided under this Order, the following shall apply: Seller expressly agrees to defend, release, indemnify and save harmless Buyer's Indemnitees from and against all Claims related to any loss or damage to property or bodily injuries or disease to persons, including death, occurring in connection with: (1) Seller's acts or omissions in performance of this Order, or those of its subcontractors, employees or agents; (2) a defect in the Goods; or (3) breach by Seller of any of the warranties.

12.3 In connection only with any services provided on Buyer's premises, the following shall apply: to the maximum extent allowable by law, Seller expressly agrees to indemnify, defend and save harmless Buyer's Indemnitees from and against any and all Claims on account of any loss or damage to property or bodily injuries or disease to persons, including death, made by Seller or any of its subcontractors or any employee, agent or invitee of Seller or any of its subcontractors arising out of Seller's performance of this Order, including the negligent acts or omissions of any of Buyer's Indemnitees or the condition of the property of any of Buyer's Indemnitees. Seller shall further indemnify, defend and save harmless Buyer's Indemnitees from and against any and all Claims made by any other person or persons on account of damage to property or bodily injuries, including death, arising out of the act or omission on the part of Seller or any of its subcontractors or any employee, agent or invitee of Seller or any of its subcontractors. Notwithstanding the forgoing obligations in this Section 12.3, Seller shall not be required to indemnify and save harmless Buyer's Indemnitees from Claims that are finally determined by a court with jurisdiction to have been caused solely by the negligence or

intentional misconduct of Buyer's Indemnitees; provided, however, that the condition or operation of Buyer's Indemnitees' production and manufacturing facilities in the normal course of Buyer's Indemnitees' businesses shall be deemed not to be negligence or intentional misconduct.

12.4 Seller agrees to assume at its expense, on behalf of Buyer's Indemnitees and at Buyer's demand, the defense against any Claim. If any Claims are brought against any of Buyer's Indemnitees by any person directly or indirectly employed by Seller, or any person for whose acts Seller may be liable, Seller's indemnification obligation to Buyer's Indemnitees shall not be limited or affected in any way by any Claims or benefits paid or payable by or on behalf of Seller under any Workers' Compensation acts, disability benefit acts or other employee benefit acts. Seller expressly waives any provision of any workers' compensation laws under which Seller 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 Seller's employee or employees, its heirs, assigns or anyone else entitled to receive damages by reason of injury or death, makes a Claim against Buyer's Indemnitees. Unless specified otherwise on the face of this Order, all services provided hereunder shall be deemed maintenance work and not construction work. Buyer reserves the right to retain sufficient funds to cover any Claims that arise before this Order is fully paid. Seller shall not be entitled to any form of implied or equitable indemnification at any time, whether based on a theory of contract, tort (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by Seller.

### **13. INSURANCE**

Seller shall maintain insurance policies with Workers Compensation and occupational disease coverage, commercial general liability coverage, including both products and contractual liability coverage, employer's liability coverage, and motor vehicle liability coverage, all in amounts reasonably satisfactory to Buyer, but not less than \$1,000,000 per occurrence and with insurers reasonably satisfactory to Buyer. Upon Buyer's request, Seller shall also maintain specialty insurance coverage (e.g., aircraft, watercraft, professional services, environmental remediation, explosives) for Seller's goods and/or services. The required policies of insurance for commercial general liability, employer's liability, and motor vehicle liability shall cover Buyer as an additional insured and shall not have deductibles or self-insured retentions which are greater than twenty percent (20%) of the coverage limit provided by the policy unless approved in writing by Buyer. All required policies of insurance shall contain a waiver of subrogation in favor of Buyer. Seller's insurance coverages shall be primary to and noncontributory with any other insurance carried by Buyer and shall not relieve or otherwise limit any of Seller's other obligations or potential liabilities under this Order. Seller shall furnish acceptable proof of such insurance policies upon Buyer's request.

### **14. SUBCONTRACTING**

If Seller is authorized to sub-contract all or part of its obligations to third parties, such sub-contracting shall be at Seller's sole expense and under Seller's sole responsibility. Seller shall inform all sub-contractors of the provisions of these GPC as well as those of the Order, and shall provide them with all information regarding the Buyer's requirements, especially in respect of applicable safety rules, Buyer reserving the right to refuse any of Seller's sub-contractors that are not in compliance with these conditions or are otherwise generally barred from performing work for Buyer. Seller shall be responsible for the acts and omissions of Seller's subcontractors as if they were the acts or omissions of Seller.

### **15. ASSIGNMENT**

Seller shall not assign this Order, any rights under the Order or any receivables due from Buyer without the prior written consent of Buyer.

### **16. JURISDICTION - APPLICABLE LAW**

16.1 When no services are to be performed on Buyer's premises under this Order, the laws of the State of Illinois shall govern the validity and interpretation of this Order; when any services are or are to be performed on Buyer's premises under this Order, the laws of the State where Buyer's premises are located shall govern the validity and interpretation of this Order, all of the foregoing without regard to such State's laws concerning conflicts of law. The UN Convention on Contracts for the International Sale of Goods of 1980 shall not be applicable.

16.2 When any services are or are to be performed on Buyer's premises under this Order, the exclusive venue(s) for any legal action brought under this Order shall be the courts of applicable jurisdiction in the State(s) where such services are or are to be provided.

#### **17. CODE OF CONDUCT - FRAUD & CORRUPTION - HUMAN RIGHTS**

The Seller has reviewed ArcelorMittal's: (i) Code of Business Conduct, (ii) Anti-corruption Procedure; (iii) Human Rights Policy; (iv) Responsible Sourcing Code ("Policies"), as set out on ArcelorMittal's website; <http://pc.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>. In the performance of the Order the Seller will comply with the Policies and ensure that its Personnel and subcontractors comply with the Policies. In the event that Seller learns of any violation or alleged violation of Buyer's Code of Business Conduct, Seller shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305. Seller warrants and represents that it has not given, and will not give, any gift or commission, nor has agreed, and will not agree, to pay commission to any Buyer's employee, agent or representative in connection with this Order or any other contract with Buyer.

#### **18. NO LIENS**

All goods and services hereunder shall be delivered and furnished free of all liens, Claims and encumbrances by, through or under Seller ("Liens"). Seller shall pay promptly all Claims and demands for all labor performed and for services, machinery, fuel or any other material or equipment furnished in the performance of this Order and shall defend, indemnify and save harmless Buyer against any Claims or debts on account of which Liens might be obtained and against court costs and reasonable attorneys' fees incurred by Buyer in discharging any Liens. Buyer reserves the right to use sums otherwise payable to Seller in order to discharge any Liens. Seller shall comply with all applicable laws in the state in which Buyer is located in taking action to protect Buyer against the imposition of Liens. To the maximum extent allowable by law, Seller releases and forever waives any and all rights it may have under statutory or common law to assert, file or record any Lien. All right, title and interest (including but not limited to any security interest(s)) to and in any of Buyer's property that has been placed into Seller's possession or custody and of any property for which Buyer has paid Seller but has not yet received ("Buyer Property") shall at all times be and remain Buyer's alone, and Seller shall have no ownership or other interest therein. Seller hereby authorizes Buyer to prepare and file such Uniform Commercial Code financing statements confirming Buyer's ownership of the Buyer Property and Seller shall execute and deliver such instruments as are reasonably necessary in order to fully protect the right, title and interest of Buyer to and in all such Buyer Property. Buyer may, at its option, notify the holder of any lien or security interest in Seller's personal property of Buyer's continued ownership of the Buyer Property. Seller shall segregate all Buyer Property from any other inventory or material in its possession to the maximum extent possible.