

GENERAL PURCHASING CONDITIONS

1. SCOPE OF APPLICATION

1.1 These General Purchasing Conditions (the "General Conditions") apply to the purchase of any materials, items, products, components or parts ("Goods") or any services, including any services related to Goods ("Services") from a party which is the seller of the Goods or the provider of the Services to which these General Conditions apply (the "Seller") by an entity directly or indirectly controlled by ArcelorMittal SA (the "Buyer"). These General Conditions form an integral part of any order, request, quotation or offer accepted or confirmed in writing by the Buyer to purchase any Goods or Services, or both, from the Seller the ("Order"). These General Conditions, each Order, and any other document expressly incorporated by reference in the relevant Order form the entire agreement between the Seller and the Buyer in respect of the Goods and Services specified in the Order (each - a "Contract").

1.2 "Working Day" means any day other than a public holiday, Saturday or Sunday in England.

1.3 If any term of these General Conditions is or becomes invalid, illegal or unenforceable for any reason, the other terms and conditions shall insofar possible survive unaffected.

1.4 If there is any difference or conflict between the terms of the Order and these General Conditions, the terms of the Order shall prevail.

1.5 Headings are for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.6 Any Buyer's policies and rules referred in these General Conditions shall be as applicable from time to time and shall be made available to the Seller on request.

2. PRICES – QUOTATION – PAYMENT – INVOICING

2.1 All prices, fees and expenses stated in the Order are fixed and shall not be subject to revision. All prices, rates, fees, rechargeable expenses and disbursements as stated in the Order or otherwise agreed in writing in addition to the Order, shall include all taxes and duties as applicable from time to time, including any changes after the date of the Order (except value added tax ("VAT") or sales tax payable by the Buyer under applicable laws), contributions, insurances and all other costs incurred by the Seller in performing the Order up to and including the Delivery (defined below), all packaging, protections, lashing and anchoring materials and all documents, accessories, necessary to ensure Delivery without damage and complete and functional use of the Goods or the Services.

2.2 Promptly following each Delivery, the Seller must issue a commercial invoice to the Buyer. Each invoice may not relate to more than one Order.

2.3 Amounts due under a Seller's invoice must be paid by the deadline stated in the relevant Order. The Buyer may set off any damages caused by the Seller or any amounts disputed by or owed to the Buyer, pending resolution.

2.4 The absence of rejection of or the payment of an invoice does not, of itself, imply that the Buyer acceptance of the Goods or the Services as compliant with the Contract or the invoice as being correct.

2.5 The Contract, including any specifications of, the Goods or the Services therein, may not be amended, supplemented or varied in any way without the prior written approval of the Buyer.

2.6 Where the Order states that the Services are provided on a time and materials basis, the price for those Services will be calculated as follows:

- (a) the charges payable for the Services will be calculated in accordance with the daily rates, including any discount, specified in the Order;
- (b) the daily rates shall be calculated based on an eight-hour day worked during normal business hours on a Working Day;
- (c) the Seller will not be entitled to compensation for partial days without the prior written approval of the Buyer;
- (d) the Seller will ensure that its staff record their time spent on performing the Services and the Seller will use the timesheets to calculate the fees payable by the Buyer for the Services (and will provide copies of such timesheets to the Buyer on request); and
- (e) the Seller will invoice the Buyer the fees for the Services monthly within 5 Working Days from the expiry of the relevant month, together with pre-approved costs of materials, expenses or disbursements for the month concerned (subject to conditions 2.7 and 2.8).

2.7 The Seller may recharge the Buyer for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Seller in providing any Services to the Buyer provided that the Buyer shall not be obliged to pay any Seller's expenses that it has not pre-approved in writing. The Buyer shall not be obliged to pay any expenses, even if pre-approved by the Buyer, that are not payable under the Buyer's expenses policy.

2.8 The Buyer shall reimburse the Seller for any disbursements incurred by the Seller on behalf of the Buyer, provided that such have been pre-approved in writing by the Buyer. The Seller shall provide the Buyer

with the relevant invoice or receipt for the disbursement in question.

2.9 If a party fails to pay any correctly invoiced amount on the due date, the other party may charge late payment interest at a rate of Interest at the rate of 2 per cent per annum above Bank of England Base Rate.

3. HEALTH – SAFETY – IMMIGRATION – LABOUR

3.1 The Seller shall manufacture, package and deliver the Goods, and provide the Services, in accordance with all applicable essential health and safety legal requirements and best industry practice for similar activity. The Seller will promptly on request provide the Buyer with safety data sheets, relevant codes of practice and notes or reports from the Seller's factory inspectors, specifying the required health, safety and environmental standards for handling, processing and storing of the Goods, their by-products and waste of any sort.

3.2 The Seller, and any individuals accessing the premises owned, controlled or occupied by Buyer (the "Buyer's Premises) on behalf of or upon request or instruction of the Seller shall comply with all health and safety rules and policies at the Buyer's Premises, including any rules governing truck deliveries and acceptable use of information and communication technology (to be made available to the Seller on request).

3.3 The Seller shall notify the Buyer at least 7 Working Days ahead of the required access, or first-time access where access is required for more than one Working Day, of the names and contact details, roles and the full legal name of the employing entity of any individual that the Seller requires to enter the Buyer's Premises to perform the Contract. The Buyer shall not unreasonably deny or delay any such access request but may require, and the Seller shall as far as reasonably practicable comply with such request, to reduce or limit the number of such persons for reasons of health and safety, relevance or necessity.

3.4 The Buyer, acting reasonably and for reasons of health and safety, may by written notice to the Seller, refuse to admit onto, or withdraw permission to continue to access or remain on, the Buyer's Premises any individual for whom access has been requested by the Seller under condition 3.3. In the event of such refusal, the Seller shall promptly find a substitute and re-perform the affected part of the Contract without additional cost to the Buyer.

3.5 The Seller shall ensure that any individuals nominated by the Seller entering the Buyer's Premises in connection with the performance of the Contract have at all times the right to work in the United Kingdom. The Seller shall ensure that any identity and immigration checks required to be performed by employers under the applicable United Kingdom laws have been carried out in respect of such individuals.

3.6 The Seller shall ensure that all income taxes, national insurance contributions, minimum wage and any other compensation, tax and labour requirements under applicable laws are complied with in respect of any individuals engaged by the Seller in the performance of the Contract.

4. TIME OF ESSENCE

Time shall be of the essence. The Seller shall deliver the Goods or perform the Services in strict accordance with the Contract, in the quantities and on the delivery dates and times specified in this Contract or, if not so specified, in such quantities and on such dates and times as specified in Buyer's releases, shipping authorisations or other directions or instructions issued or transmitted in relation to the Contract. The Seller must notify the Buyer in writing as much as possible in advance upon becoming aware of any delay to the delivery or performance date or time agreed in connection with the Contract. If the Buyer accepts in writing a later delivery or performance date or time proposed by the Seller, this shall be deemed to be the new delivery or performance date or time in relation to the Contract.

5. DELIVERY – TRANSFER OF TITLE – PACKAGING – TRANSPORTATION

5.1 The Goods shall be delivered under the Incoterms 2020, DDP, to the delivery point specified by the Buyer in the Order ("Delivery").

5.2 Transfer of risk and title in each shipment of Goods shall pass from the Seller to the Buyer upon Delivery.

5.3 Before Delivery:

- (a) The Seller shall inspect the Goods for compliance with the specifications, quality, weight, and physical dimensions stated in the Order, as well as for any damage to the Goods or their packaging.
- (b) The Goods must be packaged so that they will not be damaged during transportation or handling. All items must be properly marked: (i) according to applicable rules, especially in the case of hazardous Goods; (ii) according to the Buyer's reasonable instructions; (iii) setting out the Buyer's Order number, the Seller's identification, item number, place of Delivery, item description, weight and quantity; and (iv) with all markings required for proper Delivery and assembly.
- (c) Sling and handling accessories must be provided with the Goods.

5.4 Transportation and Delivery:

- (a) The Seller must deliver the Goods by all appropriate means using appropriate equipment and accessories with the assistance of competent and solvent agents or subcontractors, where necessary.
- (b) The Buyer may, acting reasonably, refuse partial or early Delivery, and in such cases may: (i) return the Goods; or (ii) store them at the Seller's cost and risk.
- (c) If the Buyer so requests, the Seller must remove, at the Seller's cost, all packaging material from the Buyer's premises after Delivery.

5.6 If the Seller delivers to the Buyer Goods in excess of the quantities ordered, the Buyer shall not be obliged to accept or pay for the excess Goods. Unless the Buyer agrees in writing to accept and pay for the excess Goods, such Goods shall remain at Seller's risk and shall be promptly collected by the Seller (in any case no later than within 5 Working Days) at the Seller's cost. Any excess Goods accepted by the Buyer shall become subject to the terms of the Contract in relation to which they were delivered, as if they had been ordered, including these General Conditions.

6. INSPECTION - ACCEPTANCE – REJECTION

6.1 The Buyer may verify the progress and proper performance of the Contract and inspect the Goods at the relevant premises during normal working hours and upon reasonable notice. The Seller must provide, and cause its subcontractors to provide, the Buyer and its representatives with such reasonable access to its premises as required for such inspections. An examination of the Goods by the Buyer before the Delivery shall not constitute acceptance of the Goods and shall not affect the Buyer's right to reject the Goods under condition 6.4.

6.2 The Seller must have an established and implemented quality system following ISO 9001 (2000) and TS 16949 (2002), or their equivalent, depending on the nature of the Goods.

6.3 The Buyer may reject defective or damaged in transport Goods within 28 days of Delivery.

6.4 Any Goods rejected shall be at the Seller's risk and shall be collected as soon as possible (and no later than within 5 Working Days) by the Seller, at Seller's cost, following the rejection.

7. CERTIFICATES AND TECHNICAL DOCUMENTATION

7.1 Insofar possible, the Seller shall certify the compliance of the Goods with any standards and specifications agreed in the Contract.

7.2 No later than at Delivery, the Seller must deliver to the Buyer all certificates, declarations of conformity and technical documentation relating to the Goods and any

other supporting documentation required under applicable laws, customarily supplied with the Goods or reasonably requested by the Buyer.

8. SELLER'S WARRANTIES

8.1 Upon each Delivery, the Seller warrants that the Goods:

- (a) conform with the agreed specifications and industry standards;
- (b) conform with any certificate and technical documentation provided by the Seller in respect of the Goods;
- (c) are free of any rightful claim of any third party by way of patent infringement, trademark infringement, or any other intellectual property law infringement;
- (d) are free from defects in design, materials and workmanship and
- (e) comply with all applicable legal requirements;
- (f) are free of all liens, claims, charges and encumbrances whatsoever; and
- (g) do not constitute a hazard to health, safety or the environment, provided that they are handled, used and stored in accordance with normally accepted working practices applicable to the Goods.

8.2 The Seller warrants that the Services will be supplied with reasonable skill and care and in accordance with all generally recognised industry standards and practices for similar Services;

8.3 The Seller's warranties under this condition 8 (the "Seller's Warranties") shall apply for a period of 2 years from the Delivery of Goods or the completion of the performance of the Services. The Seller's Warranties shall survive the expiration or other termination of the Contract, and shall be in addition to all other warranties available under applicable law.

8.4 The Seller's Warranties shall apply regardless of any inspection, approval or acceptance of Goods by the Buyer.

9. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES

9.1 The Seller must notify the Buyer as soon as reasonably possible upon becoming aware of any material non-conformity of the Goods with the Seller's Warranties.

9.2 If any of the Goods and/or Services fail to meet the Seller's Warranties, Seller shall, upon notice thereof from Buyer at any time, promptly repair, replace or otherwise satisfactorily deal with the same in a manner acceptable to Buyer, all at Seller's cost, and without limiting or affecting Buyer's other rights or remedies available hereunder or at law. The Seller's Warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services (and the

warranty period under condition 8.3 shall restart anew concerning such redelivered Goods or reperformed Services). To the extent required by the Buyer, the Seller agrees to participate, at its own cost, in any root cause analysis concerning the failure of the Goods or the Services.

9.3 If Seller fails to repair, replace or otherwise deal with any defective or non-conforming Goods and/or Services in a manner acceptable to Buyer or within a reasonable time, the Buyer may, without liability to Seller and without limiting or affecting Buyer's other rights or remedies available hereunder or at law, cancel the Order as to the particular Goods or Services, as well as, at its option cancel the then remaining balance of the Order.

9.4 After notice to the Seller under this condition 9, all defective or non-conforming Goods shall be held at Seller's risk and the Seller's risk and shall be collected as soon as possible (and no later than within 5 Working Days) by the Seller, at Seller's cost, following the receipt of the relevant notice.

9.5 Any payment made by the Buyer for defective or non-conforming Goods or Services shall be refunded by the Seller, except to the extent that the Seller promptly replaces or corrects the same at the Seller's cost. In addition to the aforesaid, the Buyer may also claim from the Seller the difference between the Contract price and the then obtained market price for any replacement Goods or Services.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Unless and as expressly agreed in the Contract, no intellectual property rights of the Seller (or any other third party) shall transfer to the Buyer by virtue of the performance of this Contract.

10.2 Any intellectual property rights arising from or in connection with any Services performed specifically for the Buyer at Buyer's cost shall vest in the Buyer progressively as the Services are performed.

10.3 The Seller warrants that the Goods, the Services, nor their sale to or use by the Buyer, infringes or violates any third party intellectual property rights.

11. CONFIDENTIALITY

All information about a party's business affairs, customers, suppliers, forecasts, operations, know-how, specifications, procedures and all technical and commercial information, documents (including any records pursuant to condition 19) and data disclosed in whatever form by one party to the other in connection with the Contract (including prior to concluding the Contract), which is not public or which is or becomes available to the receiving party without breach of any confidentiality obligations to the disclosing party, shall be treated as confidential and not be disclosed to third parties (other than group entities, customers, suppliers,

subcontractors, agents, professional advisers of the receiving party, in each case subject to binding confidentiality obligations in respect of the disclosure in question, on a need-to-know basis to perform the Contract, for legitimate purposes of the party such as financial audit or as required by law) without the disclosing party's prior written consent. The obligations in this condition 11 shall survive the cancellation or termination of the Contract.

12. FORCE MAJEURE

12.1 Neither party shall be liable for delay or failure in performing all or part of the Contract, to the extent that its performance is prevented or hindered due to an event beyond its reasonable control, which could not have been reasonably foreseen on the date of the Order, nor can reasonably be avoided; including but not limited to a general strike, any act of God, any preference, priority or allocation order issued by a government or any other act of government, epidemic, quarantine restrictions, fire, flood, earthquake, unusually severe weather, war, embargo, civil unrest, terrorist act (a "Force Majeure Event"). Force Majeure Event does not include: (i) financial difficulties of a party; (ii) any strike, lockout or other labour dispute initiated by, or involving only, workers or employees within either party's (or its supplier's or subcontractor's) organisation; (iii) any change in market conditions, such as price fluctuations or availability of material or workforce, or (iv) change in any legal requirements making the performance of the Contract more costly.

12.2 A party must notify the other party of the Force Majeure Event, which may delay or prevent the performance of the Contract within 5 days of its occurrence.

12.3 The notifying party shall keep the other party informed as to when the performance of the Contract is expected to resume and use all commercially reasonable efforts to mitigate the effects of the Force Majeure Event.

12.4 If the effects of the notified Force Majeure Event are expected to last (as notified by the affected party) or last longer than 28 days, the other party may cancel the balance of the Order with immediate effect without liability to the party affected by the Force Majeure Event.

12.5 If the Contract has not been cancelled under condition 12.4 above, the party affected by the Force Majeure Event must notify the other party as soon as reasonably possible and no later than within 5 days after the Force Majeure Event, advising of the new Delivery or performance date or time for the Goods or the Services, which must be within a reasonable time (and which shall be the new Delivery or performance date or time for the purposes of the Contract).

12.6 Notwithstanding the above, if the Seller notifies the Buyer of a Force Majeure Event, the Buyer may purchase

the required replacement Goods or Services from alternative suppliers, in which case, the Buyer shall no longer be required to receive and pay for the corresponding amount of Goods or Services under the Contract, provided that the Buyer may not claim price difference or damages for delay from the Seller in respect of the replaced Goods or Services. The Buyer shall notify the Seller of its replacement purchases as soon as practically possible, providing reasonable documentation of the equivalence and quantity of the replacement Goods or Services.

13. SUSPENSION, CANCELLATION AND TERMINATION

13.1 The Buyer may suspend performance of the Contract for a period determined by the Buyer, or cancel the Order, wholly or partly, without cause, within 15 days of the date of the Order or by giving the Seller a reasonable advance notice, without liability to the Seller.

13.2 If the Delivery, including Delivery of any instalment of Goods, agreed in the Contract, or the Services are not performed within the time agreed in relation to the Contract, the Buyer may, after notifying the Seller of the delay, if such delay is continuing for 28 days from the agreed Delivery or performance time, terminate the Contract for failure to deliver or perform.

13.3 The Buyer may terminate the Contract for the Buyer's material breach of the Contract with immediate effect.

13.4 Without prejudice to any other rights or remedies which the parties may have, either the Buyer, on the one hand, or the Seller, on the other hand, may terminate the Contract with immediate effect by giving notice to the other if the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or the other passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order, or if the other enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

13.5 The expiry or termination of the Contract will not affect any accrued rights or liabilities of the Buyer or the Seller, nor will it affect the coming into force or the continuance in force of any provision of the Contract that is expressly, or by implication, intended to come into or to continue in force on or after termination.

14. INSURANCE

14.1 The Seller must take out, have and maintain in force all insurances as required by law and otherwise appropriate for the Seller's liability under the Contract, in particular without limitation in relation to death or injury

of any individuals or any damage to property in connection with the performance of the Contract and any liability for non-conformity of the Goods or the Services with the agreed specifications.

14.2 The Seller shall provide the Buyer with evidence of appropriate insurances on request.

15. INDEMNITY

15.1 The below applies in addition to any other indemnity provisions in these General Conditions.

15.2 The Seller shall indemnify and hold Buyer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including court costs, legal and other professional fees, and other costs associated with any indemnified party's administrative time, labour and materials) by reason or on account of property damage, death and/or personal injury, arising from or relating to Seller's performance of the Contract, which is or are occasioned by the Seller's actions, omissions or negligence.

15.3 The Seller shall indemnify and hold Buyer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, death, personal injury, property damage, lost profits and other economic losses, recall, production interruption costs, inspection, handling and reworking charges, court costs, legal and other professional fees, and other costs associated with any indemnified party's administrative time, labour and materials) arising from or relating to: (i) any breach of the Seller's Warranties; (ii) breach of conditions 3.5, 3.6, 10.3 or 19; or (ii) any other acts, omissions or negligence of the Seller or any of its subcontractors or suppliers in connection with Seller's performance of the Contract. No limitations on Buyer's rights or remedies in any of Seller's documents shall operate to reduce or exclude such indemnification.

15.4 Where a party makes a claim to the other party or invokes the other party's obligation to indemnify, such party shall cooperate in good faith to provide any documentation and otherwise cooperate in good faith to establish the extent of the claim or the indemnity obligation and satisfy the parties' insurers.

16. SUBCONTRACTORS

Save as provided in condition 5.4(a), the Seller may not subcontract any part of its obligations to third parties without the prior written approval of the Buyer, such approval not to be unreasonably withheld or delayed. The Seller shall remain solely responsible and liable towards the Buyer for the performance of the Contract, and shall ensure that any subcontractors engaged by it comply with the relevant terms of the Contract as if they were the Seller.

17. ASSIGNMENT AND TRANSFER

Neither party may assign or transfer any of its rights or obligations under the Contract (including the right to receive payment) without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

18. GOVERNING LAW - JURISDICTION

18.1 Any dispute or claim arising out of or in connection with the Order, the Goods or the Services (including non-contractual disputes or claims) shall be governed by and construed under the laws of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract (including non-contractual disputes or claims). The aforesaid shall not prevent a party from seeking any interim or injunctive relief in any other relevant jurisdiction.

18.3 No forbearance or delay by a party in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, the Buyer or the Seller is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.

18.4 These General Conditions shall be without prejudice or limitation to any other rights that the Buyer or obligations that the Seller may have under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other laws applicable from time to time in respect of the sale, delivery and quality of the Goods and Services. The UN Convention on Contracts for the International Sale of Goods of 1980 does not apply to the Contract.

18.5 Nothing in the Contract creates any partnership or joint venture between the Buyer and the Seller, or the relationship between them of principal and agent.

19. COMPLIANCE WITH LAWS AND BUYER'S POLICIES

19.1 Each party must comply and must ensure that its directors, officers, employees, Sellers, subcontractors and agents ("Representatives") comply, with all applicable laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, the registration, evaluation, authorisation and restriction of chemicals, health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

19.2 Each party must comply with any economic or trade sanctions administered by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury ("Sanctions") and ensure that as a result of, or in connection with, the Contract: (i) no Goods or Services or technology provided will be used in breach of such Sanctions; and (ii) no persons or entities are involved in or could benefit from the Contract in breach of the Sanctions.

19.2 Each party warrants that, in connection with this Contract, it has not paid, offered or agreed to pay, and will not offer, pay directly or through any other person, thing directly or indirectly of value to the recipient to unduly influence the recipient's or any other person's decision-making or actions.

19.3 The Parties must take all reasonable steps following good industry practice, to prevent any fraudulent activity, in relation to the Contract, by either of them or their Representatives.

19.4 The Seller has reviewed and undertakes to comply with the Buyer's Responsible Sourcing Code found on the Buyer's website at corporate.arcelormittal.com/suppliers including the following policies referred to therein (which if not available online shall be provided to the Seller upon request): (i) Health & Safety Policy; (ii) Code of Business Conduct; (iii) Anti-corruption Procedure; and (iv) Human Rights Policy.

19.5 The Seller must maintain adequate internal controls and procedures to assure compliance with this condition 18, including procedures to accurately record and report all relevant transactions in its books and records.

19.6 The Seller must retain, and ensure that its Representatives retain, all records, invoices and information related to the Contract ("Records") for ten (10) years after its completion or termination. The Seller must provide the Buyer with any Records, on request. The Buyer may reproduce and retain copies of any Records.

19.7 The Buyer may monitor or audit the Seller's compliance with this condition 18 at any time while the Contract is in force and within ten (10) years of its completion, cancellation or termination. In the course of such monitoring or auditing, the Seller must: (i) provide the Buyer (or its authorised representative) with access to its premises and Records (and those of its Representatives); and (ii) permit the Buyer (or its authorised representative) to interview the Seller's Representatives, upon the Buyer's reasonable request. The Seller shall implement recommendations arising from such monitoring or auditing within the reasonable deadline(s) prescribed by the Buyer.