



General conditions of sales

Article 1 General

1.1 For the purpose of these general conditions of Sales, the following terms will have the following meaning:

- a. **“Seller”**: ArcelorMittal Projects Europe B.V. or any entity controlled or under the same control as ArcelorMittal Projects Europe B.V.
- b. **“Buyer”**: the (prospective) buyer of the products and the Seller’s contracting party.
- c. **“Quotation”**: the offer made by Seller.
- d. **“Order Confirmation”**: the order confirmation issued by the Seller which, together with these Conditions, constitute the entire agreement between Buyer and Seller (hereinafter the **“agreement”**), and supersede, in their entirety, any other conflicting terms and conditions proposed by Buyer.
- e. **“Conditions”**: these general conditions of sale of the Seller.

1.2 Commercial terms, used in Quotations, Order Confirmations or otherwise, must be interpreted according to the ICC Incoterms that apply at the time that the agreement is concluded.

1.3 These Conditions shall apply to and are valid for all Quotations, Order Confirmations, agreements and deliveries made by the Seller. Any purchase or other conditions to the contrary are rejected explicitly by the Seller. Unless otherwise agreed in Order Confirmation.

1.4 Quotations, price lists and other communications from the Seller are without obligation. Verbal commitments and arrangements or simple e-mail exchanges made by the Seller’s employees will not be binding on the Seller until the Seller has explicitly confirmed these by means of an Order Confirmation.

1.5 The Seller will not be liable for any apparent misstatements in any publication of the Seller of images, sizes, weights, qualities and/or price lists of any nature whatsoever.

Article 2 Deliveries

2.1 The agreed delivery method, including the selected Incoterm, place of delivery and time of delivery/delivery periods are as laid down in the Order Confirmation. In the event such information is not laid down in the Order Confirmation, then the delivery is Ex-Works.

If the parties agree that the products are to be delivered to their destination, the Seller shall determine the route and means of transportation, as well as the selection of forwarding agents and carriers. The Buyer shall be responsible to provide to the Seller, sufficiently in advance in order to permit Seller to make the necessary arrangements, all appropriate information including (a) marking and shipping instructions when agreed as applicable, (b) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (c) Customer’s confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Seller’s sole judgment) require unreasonable expense or delay on its part, then Seller may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel or terminate said agreement.

2.2 The agreed delivery dates are an estimate of the periods within which delivery will take place and are not strict deadlines. If the delivery date is exceeded, the Buyer will therefore not be entitled to termination and/or compensation, unless the Buyer proves intent or wilful recklessness on

the Seller's part. Buyer is not entitled to delay or settle the payment of any outstanding invoices in such an event. Unless otherwise agreed in Order Confirmation.

2.3 If for whatever reason, a delivery is delayed beyond the delivery time, the Seller will be entitled to make partial deliveries and henceforth issue separate invoices.

2.4 The Seller reserves the right to change the delivery conditions and the transport means, as appropriate for the correct execution of the order/ agreement.

2.5 Upon delivery of the products to the Buyer under the applicable Incoterm (in accordance with delivery terms under 2.1 above), Buyer bears the risks of damages or loss of the products, regardless of the retention of title under Article 8.1 or any complaint pursuant to Article 5.6.

Article 3 Price and payment

3.1 The Seller will not proceed with full or partial performance of the agreement until the Buyer has been found creditworthy by the Seller or by any third party selected by Seller to assess if the Buyer is creditworthy, as the case may be. If the Buyer is not found creditworthy or if the Seller does not receive a credit insurance limit to cover its receivables under the agreement, the Seller will be entitled to demand advance payment or provision of security from the Buyer. Without credit acceptance, advance payment or the provision of security, the Seller will be entitled to cancel the agreement by means of a mere written statement, without any indemnification being due to the Buyer.

3.2 Payment must be made within 30 (thirty) days of the invoice date. This term is fatal. The Buyer's right to set off any claims against the Seller is explicitly excluded. If the Buyer has or submits a complaint under or in connection with the agreement, such complaint does not entitle the Buyer to suspend payment of the invoice.

3.3 After the expiry of the payment period referred to in Article 3.2, the Buyer is in default of payment, without a demand or notice of default being required, if payment has not been made within that period.

3.4 If the Buyer is in default in accordance with the provisions of the previous paragraph, it will from the due payment date, owe interest on the outstanding amount that will be equivalent to the statutory interest. If the Seller needs to take judicial or extrajudicial action due to the Buyer's failure to pay in good time, all resulting costs will be reimbursed by the Buyer.

Article 4 Termination of the agreement

4.1 The Seller will be entitled to suspend performance of its obligations (in relation to the relevant agreement or another agreement concluded between parties) if and as long as the Buyer does not fully, properly or not in good time fulfil any of its obligations vis-à-vis the Seller that arise from the agreement. If the Buyer is in payment default or does not fulfil any of its obligations under the agreement (including without limitation the failure by Buyer to provide information and documents agreed under the agreement such as those listed in Article 2.1 above), the Seller will be entitled to terminate the agreement with immediate effect in writing without being obliged to compensate the Buyer for any loss on its part, without prejudice to any rights that Seller may claim for its eventual prejudice.

4.2 Cancellation by the Buyer of a concluded agreement is not possible, except with the Seller's prior written consent. If the Seller agrees to the cancellation, the Buyer will pay to the Seller a compensation of at least 25% of the total sum that the Buyer should have paid to the Seller under the agreement, without prejudice to the Seller's right to have a full compensation in the event Seller suffer losses or damages arising out of such cancellation.

4.3 Any agreement concluded between Buyer and Seller cannot be (partly) dissolved by Buyer.

Article 5 Warranty, complaints and obligations of the Seller

5.1 Without prejudice to Article 5.3, it is precised that any products delivered by Seller to Buyer are delivered as is, unless otherwise agreed upon in the Order Confirmation. Buyer shall be solely responsible for any security checks and measures in order to verify safe use, application and/or implementation of the products.

5.2 All products sold and delivered are subject to the normally accepted tolerances as to dimensions, quantities and weight. Quality requirements or quality specifications of items to be delivered by the Seller must be agreed on explicitly. Minor and/or normally acceptable deviations and differences, such as in colour, size, weight or finish, which are customary in the industry or cannot be avoided technically, do not constitute grounds for submitting a complaint and will not render the products non-conform.

5.3 The Seller's warranty for products does not extend beyond the quality specifications mutually and expressly agreed in writing in the agreement. In addition, the Seller assumes no obligation or liability for any technical advice furnished before and/or during the use of products, whether provided verbally or in writing or by way of trials. Furthermore, the Seller does not guarantee and will never be deemed to have guaranteed or warranted that the item bought is suitable for the purpose for which the Buyer wishes to process, treat, use or have third parties use the products. Overall, the Seller is not informed about (all) such purpose(s) and the Buyer has the sole responsibility to perform a proper due diligence in order to determine whether the products are indeed suitable.

5.4 Any preliminary samples, prototypes, example products and/or models provided or shown by Seller

to Buyer, are provided or shown as an indication. Any deviation or difference with the final products cannot constitute ground for non-conformity.

5.5 The Buyer cannot rely upon a warranty if:

- a. the Buyer has exposed the products to abnormal circumstances or treated them carelessly or incompetently;
- b. the Buyer has stored the products for a period longer than normal and it is likely that a loss of quality has occurred as a result;

5.6 The Buyer must inspect the delivered items for non-conformity immediately upon delivery. Any complaints must be submitted to the Seller in writing within five (5) working days of the delivery date. After the expiry of the above period, the delivered items will be regarded as being in accordance with the agreement and as having been accepted irrevocably and unconditionally by the Buyer. The Buyer must report hidden defects in writing within ten (10) working days of their discovery, but within six months at the latest after delivery. Any legal action must be brought within one year of the complaint being made in good time, at the risk of such a claim lapsing.

5.7 The Buyer must keep the non-conforming products at the Seller's disposal at its own risk. If the Seller is not given the opportunity within ten working days of submission of a complaint within the meaning of Article 5.6 to investigate the complaint, the Buyer cannot rely upon non-conformity.

5.8 In any event, the Buyer must fulfil its obligation of mitigation of damages and is not entitled to delay or settle the payment of any outstanding invoices. If it has been established that products are non-conforming to the specifications agreed in the agreement and a complaint has been submitted in that respect within the specified time, the Seller will be exclusively

obliged, at its sole discretion, either (i) to repair or replace or reimburse the non-conforming products, or provide additional parts, within a reasonable period of time but only for those portions of products proven to have failed to meet in product respect the agreed specifications at the time of shipment from the seller's facility, or, (ii) if it is not reasonably possible in the Seller's opinion, or if the price has not already been paid by Buyer, to reduce such price accordingly or dissolve the agreement, to the exclusion of any other remedy.

Article 6 Liability

6.1 The total liability of the Seller for any damage or loss sustained by the Buyer or any third party in relation to the agreement shall not exceed and will be limited to the compensation of direct damage or loss up to at most, one of the following maximum amounts:

- (i) up to the invoiced value of the defective or damaged Goods of the relevant agreement at the most, if the claim/dispute relates to defective or damaged goods pursuant to clause 5 ; OR
- (ii) up to 100% of the value of the relevant agreement at the most if, and only if, the claim/dispute does not relate to defective or damaged goods.

In no event will the total liability of Seller exceed the above limits.

Notwithstanding the above, the Seller will in any case not be liable to the Buyer or to any other person for any processing expenses, loss of use of any works or products, loss of production or productivity, loss of any contract or opportunity of contract, loss of revenue, loss of profit, loss of goodwill, or other financial loss or expense, whatsoever, whether direct or indirect. In addition, the Seller will in any case not be liable to the Buyer or any other person for any consequential loss or indirect damage or loss suffered by Buyer or by any other person whatsoever in connection with the agreement.

6.2 The foregoing limitation of liability in 6.1 is a condition of sale of the products at the price agreed in the agreement and shall apply in any event whatsoever. The limitation will apply in full unless the relevant damage or loss is due to an intentional act or gross negligence on the part of the Seller.

6.3 If the agreement concerns products that the Seller obtains/obtained from third parties, the Seller's responsibility and/or liability vis-à-vis the Buyer will be limited to the scope of the responsibility and/or liability of the Seller's supplier or third parties engaged by the Seller vis-à-vis the Seller, provided however that such responsibility will not in any event exceed the cap defined in Article 6.1. This provision only applies at the election of the Seller.

6.4 For avoidance of doubt, in the event the agreement contains a liquidated damages clause, such clause shall be the sole remedy of the Buyer in relation to the concerned delay to the exclusion of any other remedies whatsoever (unless the relevant damage or loss is due to an intentional act or gross negligence on the part of the Seller).

6.5 The provisions of this Article also apply in favour of all legal entities or natural persons that the Seller engages for the performance of the agreement.

6.6 To the extent that the Buyer or its representatives must enter the Seller's premises after having obtained the Seller's prior written consent, they do so at their own risk.

6.7 The above exonerations shall be without prejudice to any statutory compulsory provisions regarding Seller's liability.

6.8 Buyer waives the right to annul the Order Confirmation under Article 6:228 Dutch Civil Code.

Article 7 Force majeure

Delivery dates if agreed are approximate. If the Seller cannot fulfil its obligations under the agreement due to a situation of force majeure, Seller shall not be liable for any consequence resulting in whole or in part from such situation and will be entitled to such additional time to perform as may be reasonably necessary. In any such event, Seller shall also be entitled to apportion its production among its customers in such manner as it may deem equitable. In the event that delivery becomes impossible or unreasonable as a result of such an impediment, the Seller shall be entitled to withdraw from the Agreement.

Force majeure includes, but is not limited to:

- a. operational breakdown or interruption of operations of any nature whatsoever, regardless of their cause;
- b. delayed or late delivery by one or more of the Seller's suppliers or by a third party;
- c. transport problems or transport impediments of any nature whatsoever that complicate or impede transport to the Seller's company or from the Seller's company to the Buyer;
- d. import and export limitations of any nature whatsoever;
- e. war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, laws, regulations, orders or acts of any governmental agency or body.

In addition to the events listed in (a) to (e) above which shall always constitute force majeure, it is precised that force majeure will also includes other causes provided the latter are beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which the Order Confirmation was issued.

This provision shall apply, mutatis mutandis, to the Buyer, being clarified however that neither party shall be relieved in any way from any monetary obligations to pay on the dates

specified under this agreement, if the delivery of the products corresponding to such monetary obligations shall have been implemented prior to the event of the force majeure in accordance with the terms and conditions herein contained.

Article 8 Retention of title

8.1 All delivered products remain the Seller's property until the Buyer has fulfilled all of its obligations arising from or related to the agreement by which the Seller has undertaken to deliver, including claims relating to penalties, interest and costs. Until that time, the Buyer is obliged to keep the items delivered by the Seller separated from other items, clearly marked as the Seller's property, and to take out and maintain proper insurance in respect of those items.

8.2 If the Buyer fails to fulfil any obligation pursuant to paragraph 1 of this Article vis-à-vis the Seller, or if there is reasonable ground to fear that the Buyer will not fulfil the stated obligations, the Seller will be entitled, without notice of default, to take immediate possession of the delivered items, regardless of their location. The costs of repossession will be payable by the Buyer.

8.3 As long as the above claims have not been satisfied, the Buyer will not be entitled to dispose of the items concerned or to create a right of pledge or non-possessory pledge in respect of those items. Buyer may not make such product permanently component of a (new) object beforehand either.

8.4 In the event Seller intends to take possession of the delivered items as mentioned in clause 8.2, Buyer will permit and allow Seller or its designated third parties access to the premises of Buyer and more in particular to all the buildings and rooms in which such items are stored, at all times. Buyer shall cooperate with Seller or the third party appointed by Seller so that such taking of possession can be carried out in the optimum conditions, it being agreed

that Seller shall strive not to interfere unreasonably with Buyer's business activities.

8.5 In the event that bankruptcy of Buyer is filed or declared, Buyer will immediately upon his appointment inform the curator (in charge of allocating the insolvency assets) and all other relevant parties about the retention of title under clause 8.1.

8.6 When the Buyer has fulfilled all of its obligations vis-à-vis the Seller as referred to in paragraph 1 of this Article, the Seller will provide the Buyer with the ownership of the delivered items subject to a possible Seller's right of pledge with respect to other claims that the Seller has against the Buyer. On demand, the Buyer will cooperate with the Seller in actions required within that scope. Such possible right of pledge is hereby expressly accepted by Buyer.

8.7 The Buyer has the obligation to take out liability insurance that covers, among other things, full or partial damage, loss or theft of the delivered items. The Buyer is obliged to provide the Seller with a copy of the relevant insurance policy on demand. In general, Buyer will be obliged to take good care of the delivered items, in any case until the ownership has been transferred and any possible right of pledge has lapsed.

Article 9 Other provisions

9.1 If one or more provisions of these Conditions are invalid, in violation of the law or unenforceable, such will not affect the validity of the other provisions. The Buyer and the Seller will negotiate by mutual consent a new provision to replace the invalid or unenforceable provision that will, to the extent possible, be in line with the purport of the invalid or unenforceable provision.

9.2 If the provisions of these Conditions and the agreement conflict, the provisions of the agreement will prevail.

9.3 All additions, changes and further arrangements to the agreement and/ or these Conditions will only be valid if they have been agreed on in writing.

9.4 To the extent that these Conditions have also been drawn up in other language such as Dutch, this English language version will always be decisive and prevail in the event of any differences.

9.5 Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of Seller.

Article 10 Non-Disclosure – Proprietary rights

10.1 All proprietary confidential information of the Seller, including the Seller's business, know how, specifications, procedures (such as quality procedures), technical or commercial information, pricing/costs information disclosed to Buyer within the framework or in connection with the agreement is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer exclusively in connection with the agreement, and shall not be used for any other purposes or disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.

10.2 Any rights of ownership and any intellectual property rights (e.g. patent rights, trade marks, copyrights etc.) in any designs, drawings, samples and documents disclosed by the Seller to the Buyer in connection with an agreement remain with the Seller.

Article 11 Applicable law and disputes

11.1 All agreements with the Seller are governed exclusively by Dutch law, with the exception of the reference provisions under Dutch international private law. The provisions of the United Nations Convention on international purchase agreements

for movable property (Vienna Sales Convention) are expressly excluded and do not apply, neither do any existing or future international regulations on the purchase of movable tangible property whose effect can be excluded by the parties.

11.2 All disputes that may arise between the parties will be settled exclusively by the competent Dutch Court of Rotterdam.

Article 12 Compliance with Law & ArcelorMittal Policies

12.1 Compliance with Law

The Buyer must comply, and must ensure that its directors, officers, employees, and any person acting for it or on behalf of it such as agents, brokers, distributors, sub-contractors, joint venture partner ("Personnel") comply, with all applicable Laws, including those concerning corruption, money-laundering, payment of bribes, tax evasion and economic sanctions. In particular:

12.1.1 Trade Sanctions:

The Buyer represents and warrants that he and/or the Personnel are familiar with and will comply with any applicable trade sanctions laws. The Buyer shall ensure that as a result of, or in connection with, the agreement:

- (i) no products, services or technology will be provided (in whatever form, by way of sale, lease, processing or otherwise) in breach of such laws
- (ii) the products, services or technology are not directly or indirectly intended or might not be possibly intended for a country on which sanctions are imposed in respect of these products, services or technology, or in respect of what they would be used for or the sector in which they would be used or that would otherwise be in conflict with applicable sanction laws,
- (iii) no persons or entities that would have been listed on official sanctions lists under

applicable trade sanctions laws are involved or could benefit from the agreement.

- The Buyer further represents and warrants that the products will not be used, or directly or indirectly sold, supplied or transferred for use in, any activity related to, or in connection with Iran's nuclear, military or ballistic missile programs sector, including but not limited to the acquisition or development of:

(a) Chemical, biological, nuclear or other "mass destruction" weapons or related technologies or

(b) Conventional weapons or

(c) Ballistic missiles.

- The Buyer further represents and warrants that no products, services or technology will be provided to any person, or for any use, in Crimea or Sevastopol.

- The Seller may terminate the agreement - without notice and without any liability towards the Buyer - if the Buyer has acted in breach of the above trade sanctions provisions or has breached the afore-mentioned representations and warranties - without prejudice to any claims by the Seller for damages suffered as a result of such violation for which the Buyer shall hold the Seller harmless - or if the performance of the agreement otherwise violates or is likely to violate any applicable trade sanctions laws.

- The Buyer shall include these representations and warranties by way of a perpetual clause in any subsequent contracts under which the goods are disposed of.

12.1.2 Corruption:

The Buyer represents and warrants that, in connection with the agreement or the business resulting therefrom: (i) it is knowledgeable about Anti-Corruption Laws (i.e. all anti-corruption/bribery laws including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act as amended from time to time) applicable to

this agreement and will comply with all such laws and (ii) neither it nor its Personnel has paid, offered or authorised or will make, offer or authorise any payment (including facilitation payments), gift, promise or other advantage or inducement to or for the use or benefit of a government official or a private person.

The Buyer further represents and warrants that neither it nor the Personnel is (i) an official or employee of the relevant country's government or of any other governmental agency or department (ii) a political party, an official or employee of a political party or a candidate for political office, (iii) a person acting in an official capacity for a government, (iv) an official or director, officer or employee of a company wholly or partially controlled by a government of a political party, (v) an official, officer or employee of a public international organisation or (vi) an immediate

family member of any of the foregoing (all together referred to as "Government Official"). If any of the foregoing becomes a Government Official, the Buyer shall promptly disclose any such appointment to Seller and such appointment may result in the termination of this agreement at ArcelorMittal's discretion.

12.2 Fraud: The Buyer must take all necessary steps in accordance with good industry practice, to prevent fraudulent activities, in relation to the agreement, by the Buyer or its Personnel.

12.3 Indemnity, Liability and Termination: The Seller may postpone or withhold the execution and/or terminate the agreement - without notice and without any liability towards the Buyer - if the Buyer or a Personnel has acted in breach of this Article 12 or has breached the representations and warranties in this Article- without

prejudice to any claims by the Seller for damages suffered as a result of such violation.

The Buyer shall indemnify, defend, and hold harmless the Seller and its affiliates, directors, officers, employees, affiliates and associated companies and their personnel, from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Buyer's breach of its obligations, representations, warranties or undertakings in this Article 12.

Nothing in this Article 12 limits or excludes any obligation or liability imposed by Law on the Buyer or its Personnel and/or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of its Personnel.