

**ARCELORMITTAL LONG PRODUCTS CANADA G.P.**

**General Purchasing Conditions  
Goods and/or Services**

<http://long-canada.arcelormittal.com/en/conditions>

**1. DEFINITIONS**

**1.1 “Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, availability, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Supplier or by Customer should Supplier have access to Customer’s systems, that relate to the protection of the security, confidentiality, availability, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Supplier or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, any unauthorized access, disclosure, or acquisition constitutes a Security Breach.

**1.2 “Goods”** means any materials, items, products, components, software, and related services.

**1.3 “Contract”** means the contract signed by the Parties and/or the purchase order.

**1.4 “Order”** means Goods agreed to in the Contract.

**1.5 “Customer”** means:

- (i) a company directly or indirectly controlled by ArcelorMittal S.A. including its successors in title, assigns, and/or assignees as the case may be; and/or
- (ii) a subsidiary acting on behalf of the companies defined in (i) above.

**1.6 “Recipient Party”** means the party (any Affiliate of such Receiving Party) receiving Confidential Information from the other party.

**1.7 “Supplier Documents”** includes, but is not limited to, operation and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, factory inspection certificates, certificates of compliance, and any other relevant documentation.

**1.8 “Disclosing Party”** means the party (any Affiliate of such Disclosing Party) disclosing Confidential Information to the other party.

**1.9 “Supplier”** means the party providing Goods to the Customer.

- 1.10** “**Customer Indemnitees**” means, collectively, the Customer and its subsidiaries, as well as their officers, directors, managers, employees, and agents/mandataries.
- 1.11** “**Delivery**” means the final destination indicated by the Customer.
- 1.12** “**Parties**” refers to the Customer and the Supplier collectively.
- 1.13** “**Confidentiality Period**” means the period beginning on the date of disclosure and continuing for a period of five (5) years thereafter.
- 1.14** “**Person**” means any individual, firm, general partnership, limited partnership, limited liability partnership, joint venture, association, corporation, limited liability company, trust, business trust, estate or succession, government authority, or other entity.
- 1.15** “**Claims**” means, collectively, all claims, actions, suits, fines, penalties, and demands (including, but not limited to, claims related to strict liability, negligence, defects as defined by law, rules or regulations, breaches of contract, and breaches of warranty) for all liabilities, losses, judgments, awards, costs, and expenses of any Person involved (including reasonable legal fees).
- 1.16** “**Confidential Information**” refers to all technical and business information provided or made available by or on behalf of the Supplier or any Representative of the Supplier, directly or indirectly, during the Disclosure Period, in any form and by any means (such as in hard copy, by using electronic or magnetic means, orally, or by any other means), marked as confidential or not. Confidential Information does not include information that:
- (a) is or has become generally available to the public through no breach of this Contract or of any obligation of confidentiality;
  - (b) was known by the Recipient Party prior to being disclosed by the Disclosing Party provided that the source of such information was and is not bound by any obligation of confidentiality with respect thereto;
  - (c) is lawfully obtained by the Recipient Party from a third party, provided that such third party was and is not bound by any obligation of confidentiality with respect thereto; or
  - (d) is independently developed by the Recipient Party without use of or reference to the Confidential Information.

The term “Confidential Information” is deemed to include the discussions of the Parties related to the Contract and any notes, analyses, compilations, studies, reports, interpretations, or any other documents, materials, or information prepared by the Recipient Party or its Representatives to the extent that they contain, reflect, or are based upon, in whole or in part, the Confidential Information provided by the Disclosing Party to the Recipient Party or its Representatives.

**1.17 “Personal Information”** means information provided to the Supplier by or at the direction of the Customer, as well as information that is created or obtained by the Supplier on behalf of the Customer, and information to which the Supplier has been given access by or at the direction of the Customer in the course of the Supplier’s performance under this Contract and that:

- (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
- (ii) can be used to identify an individual or verify an individual’s identity (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, account login information such as user IDs and passwords), financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, online activity or other online interaction history data, inferences drawn from other personal information to create consumer profiles, geolocation data, commercial, employment, or education history data, and other personal characteristics and identifiers).
- (iii) The Personal Information listed in subdivisions (i) and (ii) include all Highly Sensitive Personal Information. The Customer’s business contact information is not deemed to be Personal Information.

**1.18 “Highly Sensitive Personal Information”** means the following information:

- (i) an individual’s government-issued identification numbers (including a Social Insurance Number, a driver’s license number, or any state-issued identification number);
- (ii) financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account;
- (iii) biometric, genetic, health, medical, or medical insurance data; or
- (iv) geolocation data.

**1.19 “Representative”** means each Person that is or becomes an Affiliate, director, officer, employee, agent or mandatary, partner, or advisor of either party or any of their respective Affiliates, including their attorneys, accountants, consultants, and financial advisors.

## 2.SCOPE

**2.1** These General Purchasing Conditions (“GPC”) apply to the purchase Goods offered or provided by any Supplier. They apply to all requests made by the Customer for quotations or offers and any offers made by the Supplier, and they are an integral part of any Order placed by the Customer with the Supplier.

**2.2** No terms and conditions other than these GPC, the provisions of the Order, and any and all documents incorporated therein by reference will be binding upon the Customer unless expressly agreed upon in writing.

**2.3** No terms and conditions contained in Order confirmations or acknowledgments, prior offers, or any other document issued by the Supplier will be binding on the Customer, even if they have not been expressly rejected.

**2.4** Any reference to any bid, proposal, offer, or quote of the Supplier in any Order will mean and include no more than the price, schedule, quantity, and/or quality terms of the Supplier's bid, proposal, offer, or quote, as applicable, and must expressly exclude any of the Supplier's general terms and conditions of sale or performance.

**2.5** Any failure by either party hereto at any time to enforce the terms and conditions of an Order will not be construed as a waiver of that party's right to enforce all terms and conditions.

**2.6** No order or order amendment, supplement, or complement will be binding on the Customer unless expressly agreed upon in writing in the form of an Order or change Order issued by the Customer.

**2.7** The Supplier will not make any product substitutions or formula changes without the Customer's prior written approval. Any product substitution or formula change made without the Customer's prior written approval will be considered unauthorized and a non-compliant delivery. In the event of an unauthorized or non-compliant delivery based on unapproved product substitutions or formula changes, the Customer may exercise all rights and remedies available at law, including, without limitation, holding the Supplier responsible for the Customer's cost of obtaining timely and compliant delivery, and the Customer may, in its sole discretion, stop purchasing from the Supplier.

**2.8** If any of the provisions of these GPC do not apply for any reason whatsoever, all other terms and conditions remain in force.

### **3. PRICES – QUOTES – PAYMENT TERMS – INVOICING – TERM AND WORK EQUIPMENT**

**3.1** The prices set out in the Orders are firm and not subject to revision. They are inclusive or not of all taxes (Value Added Tax excepted), contributions, insurances, and all other costs incurred by the Supplier in the performance of the Order up to and including the delivery of the Goods. The prices include the rights to use the Supplier's Documents and any software incorporated in the Goods, including third party intellectual property rights. The prices also include the rights to use any software identified in the Order, unless explicitly stated otherwise in the Order.

**3.2** After each Delivery of Goods pursuant to an Order, the Supplier must issue, in one PDF:

- An invoice on behalf of ArcelorMittal Long Products Canada,
- Any supporting document such as word order, weight tickets, rebilled expenses, etc.

The PDF document must be sent by email to [amm.payables@arcelormittal.com](mailto:amm.payables@arcelormittal.com). Invoices must comply with legal and Customer requirements and include the Customer's Order date and number, the Supplier's

references, the level of completion or progress of an Order justifying the payment on account, the amount thereof or the remaining balance, as appropriate. No invoice may relate to multiple Orders.

**3.3** Unless otherwise specified in the Order, invoices issued in due form will be paid within sixty (60) days following the date of receipt by the Customer, subject to all payments being made on Thursday each week. The Customer reserves the right to withhold payment if the Supplier fails to meet the requirements of the Order. In such case, the Supplier cannot charge interests (even on a portion of the price), impose penalties, or seek any other form of compensation.

**3.4** Any failure to expressly reject an invoice does not constitute acceptance thereof. Payment of an invoice does not constitute acceptance of any Goods ordered or delivered. To be valid, the Customer's acceptance of Goods must be express and will otherwise only constitute the Customer's acknowledgment of the completion of the Delivery.

**3.5** The Customer may credit the payment of any amount due to the Supplier hereunder that the Supplier is or may be required to pay to the Customer or any of its affiliates.

**3.6** Where the purchase price hereunder is to be determined by the Supplier's time or cost of materials, or otherwise from records maintained by the Supplier, the Supplier undertakes to retain all records necessary for such determination for a period of at least six (6) years after the completion of this Order and provide access thereto to the Customer or its Representatives at all reasonable times for the purposes of audit.

#### **4. QUALITY – SAFETY – SUSTAINABLE DEVELOPMENT – COMPLIANCE WITH APPLICABLE LAW**

**4.1** Before making any offer or providing a quote, the Supplier must (i) obtain all information relating to the Customer's needs and foreseeable use of the Goods, in order to provide the Customer with all necessary advice and information related to the Goods offered, and (ii) become fully informed of all practices, rules, and standards applicable to each Delivery. For the proper execution of Orders, the Supplier must (i) define and apply quality assurance programs, and (ii) conduct all necessary quality investigations and testing. The Supplier must keep the Customer fully informed of the results of these quality processes.

**4.2** In line with the principles of sustainable development, the Customer is strongly committed to the protection and improvement of safety, health, social dialogue, and the environment. Safety in the workplace is a top priority for the Customer. The Supplier must provide Goods and any necessary equipment that strictly comply with safety, occupational health, social, and environmental regulations applicable to each Delivery (such as the laws and regulations in force, the Customer's safety rules, etc.).

**4.3** In the event that the Supplier fails to comply with safety, health, or environmental obligations, the Customer will be entitled to cancel any Order pursuant to Section 13.2 hereof. The Supplier will bear all direct expenses and liability arising from such violation (including liability for any penalties or fines) and will hold the Customer harmless from the same to the maximum extent permitted by law.

**4.4 Safety Handbook.** For activities carried out at ArcelorMittal Long Products Canada's sites only, the following provisions apply: the Supplier must strictly comply with the Customer's Safety, Health and

Environmental Handbook (the “**Health and Safety Handbook**”) available at: <http://long-canada.arcelormittal.com/en/conditions> and any other applicable safety codes or procedures in place and provided in writing to the Supplier for ArcelorMittal Long Products Canada’s sites where the services are performed.

**4.5** Any provision required under any applicable law to be included in the Order shall be deemed to be incorporated by reference into said Order. The Supplier must comply with all federal, state, and local laws and regulations of any public authority. Without limiting the generality of the foregoing, the Supplier warrants that all materials or services provided pursuant to this Order comply with all federal, provincial, and local laws, rules, and regulations relating to health and safety, as amended, and safety standards promulgated pursuant thereto. The Supplier must comply with all applicable laws, regulations, orders, decrees, and rules regarding discrimination on the basis of age, race, colour, religious beliefs, sex/gender, ancestry or national origin, physical or mental disability.

## **5. DELIVERY – TRANSFER OF TITLE – PACKAGING – TRANSPORTATION**

**5.1** Unless otherwise specified in the Order, all Goods are sold DDP- Delivered at Place Unloaded (Customer’s plant) (in accordance with the ICC’s most recent edition of Incoterms® 2020). If no other specific place of delivery is specified, the Delivery will be made at the unloading dock or at the Customer’s usual place of receipt of deliveries.

### **5.2 Before Delivery:**

The Supplier shall inspect the Goods for compliance with the Order’s specifications, quality, weight, and physical dimension requirements, as well as for any damage to the Goods or their packaging.

- The Goods must be packed and prepared for shipment in such a way as to prevent damage during transport or handling and to facilitate unloading of the Goods at the Customer’s final place of Delivery. Each batch must be marked separately in accordance with (i) applicable rules, particularly in the case of dangerous goods, if any, and (ii) the Customer’s instructions. At a minimum the markings must include the Customer’s Order number, the Supplier’s identification, the batch number, the place of Delivery, a description of the Goods, the weight and quantity, and any information required for the receipt and assembly of the Goods. Slings and handling equipment will be provided with the Goods. At the Customer’s requests, the Supplier will collect all packaging material after Delivery. In the event that the Supplier wishes to use the Customer’s equipment or employees at the place of Delivery, the Supplier must give the Customer at least 24 hours’ notice. The use of the Customer’s equipment or employees will be at the Supplier’s risk.
- Packaging materials and methods will be selected by the Supplier to minimize usage costs and meet the following objectives: protection, safekeeping, recyclability, energy saving, and ease of destruction.

### **5.3 Transportation:**

- The Supplier undertakes to take all steps to ensure the proper transportation of the Goods by all suitable means, using appropriate equipment and supplies, with the assistance of competent and creditworthy agents or subcontractors where necessary.
- Unless otherwise specified in the Order, delivery times set out in the Order are of the essence. If the Order is not fulfilled within the specified time, the Customer is entitled to cancel the Order, or any part thereof, and to claim damages from the Supplier pursuant to Section 13.2 hereof, or to accept Delivery and, unless otherwise specified in the Order, to withhold liquidated damages (as defined below), without any prior notice. The Customer reserves the right to refuse partial or early Deliveries and, in such cases, may return the Goods or store them at the Supplier's expense and risk.
- The Supplier must immediately notify the Customer in writing of any delays, stating the reason for and/or duration of the delay, together with information on the steps taken by the Supplier to remedy the delay or expedite Delivery (at the Supplier's expense). If the Customer determines that the Supplier must pay damages, the Customer will communicate its decision to withhold such damages at the latest on the date of payment of the first invoice issued after the late delivery. Such damages will be due without prejudice to the Customer's rights to compensation for damages in respect of other aspects of the Supplier's performance.

**5.4** Ownership and risk of loss to the Goods will transfer unconditionally to the Customer upon Delivery.

## **6. ACCEPTANCE – INSPECTION**

**6.1** Without prejudice to the terms of Section 5.2, the Customer reserves the right to verify the progress and proper performance of the Order and to conduct any quality investigations and testing it deems necessary. The Supplier must ensure that the Customer and its Representatives have free access to the Supplier's workshops at all times. This provision does not in any way relieve the Supplier of its obligations under the Order, or limit these obligations in any way.

**6.2** All requirements set out in the Customer's quality systems must be regarded as conditions of the Order. The Supplier must implement a quality system that is compliant with the requirements of the ISO 9001 standard (2015) or its equivalent (depending on the nature of the Goods). The Customer or its Representatives are entitled to undertake quality audits and verifications of the Supplier's or its subcontractors' quality system.

**6.3** In the event of justified rejection of all or part of any Delivery, the rejected Goods will be stored or returned by the Customer at the Supplier's expense and risk.

## **7. TECHNICAL DOCUMENTATION – OPERATING AND MAINTENANCE MANUALS**

The Supplier must provide the Customer, at such times as may be agreed but at the latest upon Delivery of the Goods, with all technical documentation relating to the Goods (i.e., the Supplier's Documents) in



French. Unless otherwise specified in the Order, the Delivery of software or Goods comprising software will include, for maintenance and/or adaptability purposes, all source and object codes relating thereto. Such technical documentation remains the property of the Customer and will be deemed to be an integral part of the Goods in the meaning of the GPC. Subject to the Supplier's applicable patent rights, if any, the Customer may use and reproduce the Supplier's Documents supplied under the Order as necessary and reasonably convenient for the purpose of operating, maintaining, repairing, servicing, refurbishing, or modifying any Goods delivered to the Customer pursuant to an Order or contracting the performance of such services.

## **8. WARRANTY – LIABILITY**

**8.1** The Supplier warrants that the Goods comply with all agreed specifications and requirements, are state of the art and well suited for the particular purposes communicated to the Supplier by the Customer in the Order or beforehand. The Supplier also warrants that the Goods are free from defects in design, materials, and workmanship, meet all applicable statutory requirements and standards, in particular those relating to the environment, safety, and employment, or labor laws and regulations. In addition, unless otherwise expressly stated in the Order, the Goods will be entirely new and not contain any refurbished, reconditioned, repaired and/or used parts, components or materials (and in the event it is expressly stated in the Order that any Goods and/or parts, components, or materials may be refurbished, reconditioned, repaired, or used, then any such Goods delivered to the Customer will be clearly, accurately, and prominently labelled accordingly). Any representations or warranties included in the Supplier's catalogues, brochures, sales literature, and quality systems are binding. The Supplier acknowledges having examined the Customer's specifications thoroughly.

**8.2** Unless otherwise specified, the Supplier guarantees the proper functioning of the Goods for a period of one (1) year from their commissioning. Claims under this warranty will suspend the warranty period until the Supplier has remedied the default, and the warranty period will be extended accordingly. In the event of direct damages to the Customer, the compensation claim shall apply only to the extent provided by law.

**8.3** If at any time the Goods do not comply with the warranty ("**Non-Compliant Goods**"), the Customer may, at its discretion, upon written notice to the Supplier ("**Notice of Non-Compliance**"):

- (a) terminate the Order in accordance with the provisions of Section 13 (Termination);
- (b) accept such Goods with an equitable price reduction; or
- (c) reject such Non-Compliant Goods and require Delivery of replacement Goods (including the removal of the defective Goods installed and installation of the replacement Goods, provided that the Supplier's liability for such removal and installation costs does not exceed the Order price) or performance of necessary repairs, at the Supplier's expense.
  - i. If the Supplier fails to deliver suitable replacements or, as the case may be, carry out repairs within 15 days of Notice of Non-Compliance or as a matter of urgency, the Customer is entitled to replace the Goods through an alternative supplier or to have them repaired by a



third party and to be reimbursed by the Supplier for the difference between the cost of replacement and the Order price, together with overhead charges and any reasonable costs of removing the defective Goods and installing the replacement goods.

**8.4** All Non-Compliant Goods, for whatever reason, will be returned to the Supplier at the Supplier's expense and risk or stored at the Supplier's risk in the Customer's warehouses. After a period of thirty (30) days from the Notice of Non-Compliance, the Supplier is liable to pay the costs of storing the Goods.

**8.5** All repaired or replaced Goods will be subject to the provisions of this Section.

**8.6** In any case, no inspection, approval, or acceptance of the Goods relieves the Supplier of liability for defects or other failures to comply with the conditions of the Order.

**8.7** The Supplier undertakes to supply the Goods and parts or components thereof for repair, maintenance, or extensions, for the entire duration of the Order, including the warranty period, and further warrants that the production and distribution of the Goods will not be interrupted. In the event that the Supplier decides to discontinue the production of all or part of the Goods at a later date, the Supplier will give the Customer at least one (1) year prior notice, so that the Customer can place additional orders.

## **9. INTELLECTUAL PROPERTY RIGHTS**

**9.1** The Supplier warrants that the Goods and the sale do not violate or infringe upon any trademarks, patents, copyrights, or other legal rights of third parties. The Supplier must indemnify and hold the Customer harmless from and against all actions, claims, liabilities, losses, costs, legal fees, expenses, and damages due to or arising out of any infringement of intellectual property rights. The Supplier must, at its expense if so requested by the Customer, defend the Customer against such claims, proceedings, and suits.

**9.2** In the event that the Goods are the subject of actions or claims for infringement of intellectual property rights, the Supplier must promptly obtain the right for the Customer to use the Goods or modify or replace the Goods to stop such infringement. The modification or replacement of the Goods will not, under any circumstances, result in a decrease or restriction of the use or function of the Goods or their capacity to meet the Customer's specific needs. If the Supplier fails to carry out its duties hereunder, the Customer is entitled, upon eight (8) business days' notice, to take such steps deemed necessary to obtain from the Supplier reimbursement of the full cost of the Goods.

**9.3** Patentable inventions and protectable creations and their results, insofar as they result from the Order, are the property of the Customer unless the Supplier establishes that they result from the Supplier's sole invention capacity and were developed independently of the Order.

## **10. CONFIDENTIALITY – EXCLUSIVE OWNERSHIP RIGHTS**

**10.1 Use and Disclosure of Confidential Information.** During the Confidentiality Period, the Recipient Party must at all times use the Confidential Information only for the authorized purposes and not disclose the Confidential Information to any third party. The Recipient Party must protect the Confidential Information from any disclosure in the same manner and with the same degree of care with which the

Recipient Party protects its own confidential information but not less than a reasonable degree of care. If the Disclosing Party provides samples to the Recipient Party, the Recipient Party agrees to use the samples for the sole purpose of testing and evaluating their performance in relation to exploring a possible business relationship between the Parties. In addition, while any sample is subject to the restrictions of this Section, the Recipient Party agrees not to analyze or have analyzed the chemical composition of such samples supplied by the Disclosing Party.

**10.2** The Recipient Party may disclose or request that the Disclosing Party disclose Confidential Information to the Recipient Party's Representatives who need to know the Confidential Information to perform the Contract and who are informed of the Contract and are bound by obligations of confidentiality at least as restrictive as this Contract. The Recipient Party will be liable for any breach of this Contract by its Representatives.

**10.3 Return of Confidential Information.** At any time upon the request of the Disclosing Party for any reason, the Recipient Party will promptly return to the Disclosing Party all Confidential Information (and all copies thereof) provided to the Recipient Party or its Representatives by or on behalf of the Disclosing Party. In the event of such request, all other Confidential Information prepared by the Recipient Party or its Representatives will be destroyed and no copies thereof will be retained, except that the legal counsel of the Recipient Party and/or its Representatives may retain one copy of any Confidential Information and any derivative notes, memoranda, or other document relating thereto for the purpose of monitoring compliance herewith and with applicable legal, professional, and regulatory standards. Nothing in the foregoing will require the alteration, modification, deletion, or destruction of computer backup media made in the ordinary course of business. Notwithstanding the return or destruction of Confidential Information, the Recipient Party will continue to be bound by its obligations hereunder.

**10.4 Rights in Confidential Information.** All Confidential Information disclosed by the Disclosing Party remain the property of the Disclosing Party. The Recipient Party acknowledges and agrees that it does not acquire, by implication, estoppel, or otherwise, any right, title, or interest in or license or other intellectual property right in any Confidential Information disclosed by the Disclosing Party.

**10.5 No Representations by the Disclosing Party.** The Disclosing Party has no obligation to make any Disclosing Party Confidential Information available to the Recipient Party or to supplement or update any Confidential Information previously disclosed. The Confidential Information disclosed by the Disclosing Party is provided "as-is" and neither the Disclosing Party nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Disclosing Party Confidential Information. The Disclosing Party and its Representatives assume no liability towards the Recipient Party and the Recipient Party's Representatives with respect to or resulting from the use of any of the Disclosing Party Confidential Information or any inaccuracy, error, or omission therein. Only those representations and warranties (if any) included in any final definitive written agreement that provides for a transaction between the Parties and is validly executed on behalf of the Parties will have legal effect.

**10.6 Mandatory Disclosure.** If the Recipient Party is required by administrative or judicial action or subpoena to disclose the Disclosing Party Confidential Information, the Recipient Party must, if permitted

by applicable law, immediately upon becoming aware of or receiving notice of such action or subpoena, notify the Disclosing Party of such action or subpoena and give the Provider the opportunity to seek any other legal remedy to preserve the confidentiality of such Confidential Information, including a reasonable protective order. If, in the absence of a protective order or other remedy or receipt of a waiver by the Disclosing Party, the Recipient Party or any of its Representatives are legally compelled, in the opinion of counsel, to disclose the Disclosing Party Confidential Information to tribunal court, the Recipient Party or its Representative may, without liability hereunder, disclose to such court only that portion of the Disclosing Party Confidential Information which such counsel believes to be legally required to be disclosed, provided that the Recipient Party uses reasonable efforts to maintain the confidentiality of the Disclosing Party Confidential Information.

**10.7 Export.** Each Party must comply with all applicable laws and regulations relating to the export of technical data, and must not export or re-export any technical data, products received from the Disclosing Party or the direct product of such technical data to any prohibited country listed in such applicable laws and regulations, unless a proper authorization was obtained.

## 11. CYBERSECURITY

### 11.1 Security Breach Procedures.

The Supplier must:

- (a) provide the Customer with the name and contact information of one or more employees of the Supplier who will act as the primary security contact and be available to assist the Customer at all times (24 hours per day, 7 days a week) to meet the obligations in the event of a Security Breach;
- (b) notify the Customer of a Security Breach as soon as possible, but no later than twenty-four (24) hours after becoming aware of the Security Breach; and
- (c) notify the Customer of any Security Breach by:
  - telephone at the following number: 450-587-8666, option 3
  - email at: [isi.itsupport@arcelormittal.com](mailto:isi.itsupport@arcelormittal.com), with a copy to the primary business contact designated by the Customer.
- (d) Immediately following notification by the Supplier to the Customer of a Security Breach, the Parties must coordinate their efforts to investigate the Security Breach. The Supplier agrees to cooperate fully with the Customer in the management of any incident, including, without limitation: (i) assisting with any investigation; (ii) providing the Customer with physical access to the facilities and operations affected; (iii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulations, and industry standards, or any other Customer requests.
- (e) The Supplier must use best efforts, at its own expense, to immediately contain and remedy any Security Breach and prevent any further Security Breach, including taking all necessary steps to comply with all applicable privacy rights, laws, regulations, and standards. The Supplier

will reimburse the Customer for all actual costs incurred by the Customer in preventing and mitigating damages caused by any Security Breach.

- (f) The Supplier undertakes not inform any third party of any Security Breach without the prior written consent of the Customer, except to inform a complainant that the matter has been referred to the Customer's legal counsel. In addition, the Supplier agrees that the Customer has the sole right to determine, in its discretion: (i) whether notice of the Security Breach is to be provided to any individuals, regulatory or law enforcement agencies, consumer reporting agencies, or other third parties as required by law, regulation, or other requirement; and (ii) the contents of such notice, whether any type of corrective action or remedy may apply to affected persons, and the nature and extent of any such corrective action or remedy.
- (g) The Supplier undertakes to keep and preserve all documents, records, and other data related to any Security Breach.
- (h) The Supplier undertakes to cooperate fully, at its own expense, with the Customer in any litigation, investigation, or other action deemed necessary by the Customer to protect its rights relating to the use, disclosure, protection, and retention of Personal Information.
- (i) In the event of a Security Breach, the Supplier will immediately use its best efforts to prevent a recurrence of the Security Breach.

### **11.2 Security Compliance Monitoring.**

While the Customer's Personal Information is under the Supplier's control or in its possession, the Supplier must, at a minimum:

- (a) develop, implement, and maintain a comprehensive and documented information security program;
- (b) proactively monitor known vulnerability points;
- (c) encrypt personally identifiable information using industry standard encryption levels at all times when such information is in transit or stored, including on portable storage equipment;
- (d) prohibit staff, including subcontractors and third party suppliers, from bringing or carrying personally identifiable information to their homes or on portable equipment, and from transmitting such information to an email account;
- (e) implement reasonable procedures in consultation with the Customer (or at the Customer's request) for the safe, secure, and accurate collection, processing, storage, and transmission of personally identifiable information, including the retention of security settings and passwords as Confidential Information of AMLPC, changing security settings and passwords with reasonable frequency, and promptly installing updates, patches, and security enhancements provided by the vendors of any third-party products used in the collection, processing, storage, and transmission of personally identifiable information; and
- (f) engage qualified, independent, and reliable third parties to regularly audit and validate the data security measures implemented by the Supplier, in each case at the Supplier's expense.

**11. 3 Subject to agreement,** the Supplier must inform the Customer of any procedures, policies, certifications, security systems (firewalls, packet filters, intrusion detection, prevention systems, etc.), and administrative, physical, and technical safeguards implemented to protect the access, collection, receipt, use, disposal, transmission, storage, and disclosure of Personal Information. The Supplier must also inform the Customer of any certification related to accepted industry practices (ISO/IEC). In the event that the Customer deems the measures and certification listed above for the protection of Personal Information insufficient, the Customer reserves the right not to enter into this Contract. The Supplier undertakes to indemnify and hold harmless the Customer, the Customer's parent company, their subsidiaries and affiliates, and their respective officers, directors, employees, agents or mandataries, successors, and permitted assigns from and against all losses, damages, liabilities, defaults, actions, judgments, interest, orders, fines, costs, or expenses of any kind arising out of any decision.

**11. 4 Return or Destruction of Personal Information.** At any time during the term of this Contract, at the Customer's request or upon the termination or expiration of this Contract for any reason, the Supplier must promptly return to the Customer all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or securely dispose of all such copies. The Supplier must provide the Customer with a certificate confirming the return or secure disposal of the Personal Information. The Supplier must comply with all instructions provided by Customer with respect to the return or disposal of Personal Information.

**11. 5 Remedy and Indemnification.** The Supplier acknowledges that any breach of its covenants or obligations set forth in this Section or the Supplier's standard policies and procedures, a copy of which has been or will be provided to the Customer, may cause irreparable harm to the Customer for which monetary damages would not be adequate compensation. The Supplier agrees that, in the event of such breach or threatened breach, the Customer is entitled to seek remedy, including a restraining order, injunctive relief, specific performance, and any other relief as a court may grant, in addition to any other remedy to which the Customer may be entitled at law. Such remedies will not be deemed exclusive and will be in addition to all remedies available at law, subject to any express exclusions or limitations to the contrary in this Contract.

## **12. FORCE MAJEURE**

**12.1** The party affected by an event beyond its control that could not reasonably have been foreseen or prevented, such as an act of terrorism or insurrection, epidemic or pandemic, flood, earthquake, or other natural disaster ("**Force Majeure Event**"), must use due diligence to resolve the situations that impede performance of the Order and, in any event, the suspension of performance will not exceed the extent and duration justified by the Force Majeure Event. Each party will use its best efforts to mitigate the effects of such Force Majeure Event, diligently remedy any inability to perform, and resume full performance of its obligations hereunder as soon as possible.

**12.2** A party affected by a Force Majeure Event will notify the other party in writing ("**Notice of Force Majeure Event**") as soon as possible, specifying the cause of the Force Majeure Event, the extent of the

commitments under the Contract that are affected by the Force Majeure Event, and a good-faith estimate of the time required to restore full performance of its obligations.

**12.3** With the exception of the commitments specified in the Notice of Force Majeure Event, the Supplier remains fully responsible for performing any other commitments and undertakings under this Contract. If the Force Majeure Event continues for a period of more than ninety (90) days after the date of the Notice of Force Majeure Event, the Customer is entitled, at its discretion, to:

- Agree with the Supplier on a date to resume the delivery schedule of the Goods without changing the terms and obligations under this Contract. To this extent, any warranty period will be carried forward during the Force Majeure Event and resume once the Contract resumes.

or

- Terminate all or part of the Contract, at any time and without further obligation or liability, and request a refund of any amounts paid for services not performed.

**12.4** For any given Contract, the items already delivered that cannot be used by the Customer for the intended project will be returned to the Supplier and refunded to the Customer by the Supplier. Any overpayment or amount paid in advance by the Customer will be refunded by the Supplier.

**12.5** In the event of mechanical failure, shortage of materials, production stoppages, strikes, lockouts, changes in market conditions, or any other situation beyond the Customer's reasonable control which prevents performance of the Contract or reduces the Customer's requirements for a particular Contract, the Customer will have the right, at its discretion, to suspend or postpone performance of the Contract or to terminate the purchase order in whole or in part, without further obligation or liability.

## **13. TERMINATION**

**13.1** Customer may at any time, even where the Supplier is not in breach of any obligation, suspend or terminate the Order in whole or in part by giving fifteen (15) days' notice to the Supplier. In the event of such termination, the Supplier may charge its costs incurred up to the time of termination, and the Supplier's sole and exclusive remedy will be to charge the Customer for reasonable costs incurred up to the time of termination of the Order. The Customer will be entitled, in its sole discretion, to accept Delivery of anything for which it is being charged by the Supplier hereunder. In no event will the Supplier be entitled to any compensation for incidental or consequential damages or loss of profits. In the event of a suspension of the Order hereunder by the Customer for a period exceeding one (1) year, the Supplier may, as its sole and exclusive remedy, charge a reasonable fee for the storage of works in progress, commencing only after the first year of the suspension period.

**13.2** In the event of a breach of any terms of this Order, the Customer is entitled, by written notice to the Supplier and without prejudice to any other remedy available under this Contract or at law, to terminate the Order in whole or in part without any further liability or obligation, recover from the Supplier all amounts paid by the Customer to the Supplier in respect thereof, obtain replacement Goods through an



alternative supplier and recover from Supplier the difference between the cost of replacement and the Order price, plus any incidental costs and any reasonable costs incurred by the Customer to remove any defective Goods and install or implement replacement Goods. The same applies if the Supplier fails to make progress in producing or assembling the Goods and therefore impairs the timely performance of this Order in accordance with its terms.

**13.3** If Customer has good reason to believe that the Supplier's financial situation jeopardizes the performance of the Order, the Customer is entitled to demand, and the Supplier shall provide promptly and at its own expense, a bond or surety reasonably acceptable to the Customer that covers the faithful performance of the Order by the Supplier. In the event that the Supplier fails to provide such bond or surety promptly, the Customer may terminate the Order with immediate effect without any further obligation or liability.

#### **14. INDEMNITY**

The Supplier must, at its own expense, defend and indemnify the Customer and all its shareholders and Indemnitees from and against all losses, costs, expenses, damages whether to equipment, property, or person, claims, demands, or liabilities, including all legal and professional fees and costs relating thereto, as well as costs of settlement or judgment resulting from the Supplier's breach of any obligation.

#### **15. INSURANCE**

At the Customer's request, the Supplier must provide acceptable proof of insurance evidencing Workers' Compensation and occupational disease coverage, commercial general liability coverage, including both products and contractual liability, employer's liability coverage, motor vehicle liability coverage, and any other special insurance (e.g., aircraft, marine, professional services, environmental remediation, explosives) for the Supplier's Goods and services, all in amounts acceptable to the Customer, but not less than \$2,000,000 per occurrence and from insurers reasonably satisfactory to the Customer. The required insurance for commercial general liability, employer's liability, and motor vehicle liability must name the Customer as an additional insured and must not have deductibles or self-insured retentions in excess of twenty percent (20%) of the limit of coverage provided by the policy, unless approved in writing by the Customer. All required insurance policies must contain a waiver of subrogation in favour of the Customer. The Supplier's insurance coverages will be primary and non-contributory to the Customer's other insurance and not limit in any way the Supplier's other potential obligations or liabilities hereunder.

#### **16. SUBCONTRACTING**

If the Supplier is authorized to subcontract all or part of its obligations to third parties, such subcontracting will be at the Supplier's sole expense and under the Supplier's sole responsibility. The Supplier must inform all subcontractors of the provisions of these GPC and the Order, and provide them with all information regarding the Customer's requirements, particularly in respect of applicable safety rules. The Customer reserves the right to reject any of the Supplier's subcontractors who fail to comply with these conditions or are otherwise barred from performing work for the Customer.

## **17. ASSIGNMENT**

The Supplier may not assign this Order, any rights under the Order, or any receivables due from the Customer without the Customer's prior written consent.

## **18. JURISDICTION – APPLICABLE LAW**

**18.1** The laws of the Province of Quebec govern the validity and interpretation of this Order and the foregoing, regardless of any applicable laws concerning conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is excluded.

**18.2** When services are or will be performed at ArcelorMittal Long Products Canada's facilities pursuant to the Order, the exclusive venue for any legal action brought hereunder will be the courts of applicable jurisdiction in the Province of Quebec, judicial district of Montréal.

## **19. CODE OF CONDUCT – FRAUD & CORRUPTION – HUMAN RIGHTS**

The Supplier represents that it has read and understood the ArcelorMittal Long products Canada documents referred to in the title of this Section (the “**Documents**”) available at <https://long-canada.arcelormittal.com/en/policies/> and that it has not taken any action inconsistent with or contrary to the Documents in obtaining this Order. The Supplier undertakes not to take any action inconsistent with or contrary to the Documents in the performance of this Order. In the event that the Supplier becomes aware of any violation or potential violation of the Documents, the Supplier must report the violation or potential violation by calling ArcelorMittal Long Products Canada.

**January 2023**