

General Terms & Conditions for Transportation Services (Truckloads)

1. Definitions:

“**Accessorials**” means the items listed in Appendix “A” attached hereto.

“**AMD**” means ArcelorMittal Dofasco G.P.

“**AMD Approved Warehouse**” means a warehouse which has been pre-approved by AMD in writing.

“**AMD Authorized Representative**” means an individual from AMD’s Purchasing or Finished Products Shipping departments.

“**AMLPC**” means ArcelorMittal Long Products Canada G.P.

“**AMW**” means ArcelorMittal Windsor, a division of ArcelorMittal Dofasco G.P.

“**Applicable Laws**” has the meaning set out in Section 14.

“**Backhaul**” means the process of a Truck returning from its Destination to the Origin, with either a full or partially loaded trailer.

“**Bill of Lading**” means the document setting out the details for the transport and delivery of each Shipment.

“**Carrier**” means the transportation company engaged by AMD to provide Transportation Services pursuant to these General Conditions.

“**Carrier Agreement**” means any of the following that apply to Carrier: Master Carrier Agreement, these General Conditions, any Service Level Agreements, and the Bill of Lading, all of which together form the contract between Carrier and AMD.

“**Carrier Response**” has the meaning set out in Section 3.

“**CDL**” means ArcelorMittal Coteau-du-Lac.

“**Customer Claim**” means costs charged to AMD by its customer to fix or repair the Product damaged during transit.

“**CVOR**” means a Commercial Vehicle Operator’s Registration.

“**Delivery**” has the meaning set out in TMS.

“**Destination**” has the meaning set out on the Bill of Lading.

“**Environmental Laws**” means all applicable environmental laws together with all regulations and/or ordinances, policies, guidelines, environmental quality objectives and codes of practice, relating to, the natural environment, public, occupational health or safety, Products safety, Products liability, Hazardous Substances and the manufacture, use, labeling, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances, including, but not limited to, the *Environmental Protection Act*, R.S.O. 1990, c. E. 19 (Ontario), (the “**EPA**”), the *Canadian Environmental Protection Act*, R.S.C. 1999, c. E 19 (4th supp.), (the “**CEPA**”), the *Occupational Health & Safety Act*, R.S.O. 1990, c.0.1 (Ontario), (the “**OHSA**”), and the *Ontario Water Resources Act*, R.S.O. 1990, c.0.40, (the “**OWRA**”), all as amended from time to time.

“**Environmental Permits**” means all orders, agreements, permits, certificates, approvals, consents, registrations and licenses issued or required by any Government, applicable Laws, Environmental Laws, court or governmental authority relating to or required for ownership and/or operation of the facilities of the parties to this Agreement or connected to or relating to the services and obligations of parties contemplated hereunder.

“**Equipment**” means the necessary and proper equipment, including, but not limited to, rack and tarp or Connestoga type tarping to ensure protection of Products during transport.

“**Force Majeure**” has the meaning set out in Section 33.

“**Forehaul**” means the process of a Truck driving from the Origin to the Destination

“**General Conditions**” means these General Terms & Conditions for Transportation Services (Truckloads), together with all appendices and attachments and documents referred to herein, all as amended from time to time.

“**Hazardous Substance**” means, collectively, any and all contaminants, toxic substances, dangerous goods, any and all designated substance or pollutant, or any and all other substance which when released into the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.

“**Indemnitees**” has the meaning set out in Section 27.

“**Latest Planned Departure Time**” has the meaning set out in TMS.

“**Loading Instructions**” means the loading instructions provided by AMD in the Carrier Agreement or from time to time, on a case by case basis, for each Shipment, including those instructions that are printed on the applicable Bill of Lading or otherwise communicated to Carrier.

“**Manual Request**” has the meaning set out in Section 4.

“**Master Carrier Agreement**” means a specific agreement that may be negotiated between AMD and Carrier, from time to time.

“**No Load Charge**” is defined in “Appendix: Accessorial Definitions”.

“**Origin**” means the point of origin as specified by AMD on the Bill of Lading.

“**Products**” has the meaning set out in Section 2.

“**Program**” has the meaning set out in Section 8.

“**Rack & Tarp Style Equipment**” means a trailer with retractable roof and siding, including slider and conestoga style trailers.

“**Rates**” means (i) the pre-approved line haul rate and applicable Accessorials in TMS; or (ii) any other rate agreed to by AMD from time to time.

“**Service Level Agreement**” means the document, as amended from time to time, setting out the details of the service being provided by Carrier to AMD.

“**Shipment**” has the meaning set out in Section 3.

“**TMS**” means the online transportation management system provided for use by AMD.

“**Tender**” has the meaning set out in Section 3.

“**Transit Time**” means the time for transit for a specific route or lane as set out in TMS or any Manual Request plus any rest or break periods required during such transit by Applicable Laws.

“**Transportation Route**” means the distance from the Origin to the Destination.

“**Transportation Services**” has the meaning set out in Section 2.

“**Truck(s)**” mean the appropriate vehicles, trailers and Equipment required to provide the Transportation Services.

“**Unauthorized Pick Up**” has the meaning set out in Section 16.

“**Weight**” has the meaning set out in TMS.

2. **Transportation Services**

Carrier will promptly and efficiently receive, transport and deliver safely and with reasonable dispatch and without delay the products entrusted to it by AMD (the “**Products**”) in accordance with the Carrier Agreement and applicable instructions and details set out in the TMS or such other Manual Request in connection with such Products (the “**Transportation Services**”). The Carrier Agreement, including these General Conditions are applicable to all prepaid shipments by AMD. The Origin and/or Destination of the Products can be either AMD, a subsidiary or affiliate of AMD, a customer, or any other third party entity or location as designated by AMD in the Carrier Agreement, TMS or any Manual Request.

3. **Request for Transportation Services – TMS**

Subject to Section 4, all requests for Transportation Services will be made and generated by AMD in and through TMS. In such request, AMD will provide the departure and arrival window, Origin, Destination, type of Products, total weight and itinerary of a shipment (a “**Tender**”). Carrier is then required to indicate its offer and intention to provide the Transportation Services in accordance with the requested carriage and delivery, and the terms of the Carrier Agreement, by accepting the Tender in TMS (a “**Carrier Response**”). If AMD accepts the Carrier Response, Carrier will be notified in TMS of such acceptance of that shipment (the “**Shipment**”) and Carrier will be bound to perform the Transportation Services with respect to the Shipment.

4. **Request for Transportation Services – Manual Request**

From time to time, the AMD Authorized Representative may make a request for Transportation Services outside of TMS (“**Manual Request**”). Any Manual Request for Transportation Services, on the stipulated details thereof, accepted by Carrier shall be deemed to be a Shipment.

5. **Acknowledgment of Delivery Requirement**

By accepting a Tender or a Manual Request, Carrier acknowledges and commits (a) to meet the terms of the Shipment in accordance with the Tender or the Manual Request, as applicable, and (b) that the Shipment is subject to the terms of the Carrier Agreement, including these General Conditions.

6. **AMD and Carrier Relationship**

AMD has selected Carrier to provide Transportation Services, as provided for in these General Conditions, on the basis of Carrier’s expertise, facilities, manpower, warranties, guarantees and capability to respond to AMD’s needs. The parties, as between themselves, shall be deemed to be independent contractors, and the employees of one shall not be deemed to be the employees or agents of the other. These General Conditions are not intended by the parties to constitute or create a joint venture, partnership, profit sharing, loss sharing or formal business organization of any kind. Carrier is and shall remain solely responsible for the Transportation Services as defined in these General Conditions or any Bill of Lading issued by AMD hereunder. AMD assumes no responsibility for the actions of Carrier or its subcontractors, agents, employees or representatives in relation to the Transportation Services to be done under these General Conditions or any subsequent Bill of Lading.

7. **Rates**

AMD shall pay Carrier for the Transportation Services in accordance with the Rates.

8. Health & Safety

Carrier and any of Carrier's subcontractors who enter upon AMD's premises (a) shall, and shall cause its subcontractors to, fully understand and comply with the requirements outlined in the AMD Third Party, Health, Safety & Environment Program, as amended by AMD from time to time (the "Program"); (b) confirm that all their employees are in compliance with these requirements; and (c) shall cause all their employees to remain in compliance. If Carrier does not have a copy of the Program, it is Carrier's responsibility to contact AMD purchasing contact or buyer and request a copy and acknowledge receipt thereof and compliance therewith before entering upon AMD's premises. The Program can also be accessed and viewed at [here](#). All subcontractors of Carrier must be approved by AMD before any subcontracting by Carrier thereto.

9. Equipment

Carrier shall (a) provide all vehicles, tools and Equipment necessary to provide the Transportation Services in a safe, timely and effective manner in accordance with the Tender or Manual Request (as applicable) and the Carrier Agreement; (b) ensure that all vehicles, tools and Equipment used in connection with the Transportation Services have been properly licensed and maintained in accordance with all Applicable Laws and industry standards; (c) use only drivers, properly licensed in accordance with Applicable Laws, and with sufficient skill, experience and ability to provide and perform the Transportation Services; (d) pay all costs, insurance, fuel and freight charges and all other expenses in connection with Carrier's provision of the Transportation Services; and (e) comply with the following rules: notwithstanding the equipment type listed in the TMS or Manual Request (i) Products that are picked up at an outdoor location can be transported on an open flatbed truck and do not need to be covered with a tarp; (ii) steel coils must be transported on Rack & Tarp Style Equipment; (iii) steel tubular products must be transported by dry van or with Rack & Tarp Style Equipment as required depending on the Products to be transported; and (iv) steel slabs must be moved on a standard flatbed and must be tarped to protect it from external elements. Any changes to the above required transportation methods or requirements must be pre-approved by AMD in writing prior to the loading of any Products.

10. Representations and Warranties

Carrier hereby represents and warrants to AMD as follows, and acknowledges that AMD is relying upon the accuracy of all representations and warranties of Carrier set out in these General Conditions that (a) Carrier is a motor Carrier under CVOR Level 2 with a CVOR Violation Rate below Carrier Threshold Default, (b) Carrier will provide lawful and responsible Transportation Service to AMD under the Carrier Agreement, (c) Carrier understands the currently known and suspected hazards and risks which are presented to human beings, property and the environment in the handling, transportation and managing the Product, (d) Carrier is engaged in the business of handling, transportation, managing and storing of the Products and has developed the requisite expertise for the handling, transportation, managing and storing of the Product, (e) Carrier will perform the Transportation Services 7 days per week, 24 hours per day in accordance with good industry practice and in a good and workmanlike manner, (f) Carrier will provide the proper Trucks to perform the Transportation Services pursuant to these General Conditions, (g) Carrier will provide sufficient Equipment to perform the Transportation Services pursuant to these General Conditions, (h) Carrier will handle, transport and manage the Products in a good and safe, efficient and lawful manner using industry accepted servicing practices and in full compliance with all federal, state, provincial and local laws, including, but not limited to Environmental Laws, rules, regulations, orders, decisions and permits of all governmental authorities, (i) Carrier has the capability of providing the Transportation Services and its employees, agents and subcontractors are qualified and trained to properly perform their responsibilities under these General Conditions. Carrier will have a back-up plan in place to ensure the uninterrupted flow of the Products from Origin to Destination and any costs associated with this back-up plan shall be borne solely by Carrier, (j) Carrier shall obtain and maintain any and all permits, licenses, and other governmental authorizations, required from time to time for such operations, and (k) Carrier will be responsible for load configuration that meets the required loading and unloading safe practices of both AMD's facilities and Destination. The representations and warranties of the Carrier set forth herein shall survive the execution, delivery and performance of the Carrier Agreement.

AMD makes no other representation or warranty of any respect, whether used alone, in combination with some other Transportation Services or otherwise. AMD's liability and Carrier's exclusive remedy for any cause of action based on breach of warranty, negligence, strict liability or otherwise shall be limited to the actual price owed to the Carrier for providing the Transportation Services in respect to which a claim is made. The representations and warranties set forth herein shall survive the execution, delivery and performance of this Agreement.

11. System Knowledge

Carrier must ensure (a) its employees are adequately trained in the use of TMS; and (b) that there are sufficient number of employees trained to operate TMS.

12. Cancellation

If there is no appointment booked for a Shipment, then notwithstanding any other provision of the Carrier Agreement, including these General Conditions, AMD may notify Carrier via TMS or by email of AMD's cancellation of that Shipment, without any penalty or payment to Carrier. If a Bill of Lading has been issued or entered into for that cancelled Shipment, Carrier and AMD agree that the Bill of Lading will be cancelled.



If an appointment time for a Shipment has already been booked with a Carrier, AMD may cancel any appointment by providing Carrier with at least 12 hours notice of its intention to cancel prior to the departure time, without any penalty or payment to Carrier. If Carrier receives notification from AMD of a cancelled Shipment of Products (via TMS, email or otherwise) and Carrier attempts or proceeds to deliver the Products after receiving the notification, AMD will not pay Carrier for that Shipment.

If Carrier fails to arrive at AMD to pick up a Shipment by the Latest Planned Departure Time, then AMD can cancel the Shipment immediately via TMS, by email or otherwise, without any penalty or payment to Carrier.

Notwithstanding any other term of these General Conditions, AMD may, by email or other communication to Carrier or via posting in TMS, in its discretion, cancel any Shipment on the occurrence of any of the following events: (i) Carrier becomes insolvent or generally not able to pay its debts as they become due; (ii) Carrier makes a general assignment for the benefit of creditors; (iii) a receiver and/or manager is appointed in respect of any of the assets of Carrier; (iv) Carrier institutes or has instituted against it any proceeding seeking to adjudicate it as bankrupt or insolvent, liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors including any plan of compromise or arrangement or other corporate proceedings involving or affecting its creditors, or the entry of an order for relief or the appointment of a receiver, manager, trustee or other similar official for it or for any substantial part of its properties and assets; (v) Carrier has sold all or substantially all of its assets; (vi) there has been a change of control, merger, amalgamation or other like change of Carrier; or (vii) Carrier's applicable permits, licenses, approvals and/or authorizations are suspended or revoked by the applicable authorities.

13. Appointments

Carrier is responsible to book pickup and delivery appointments for Shipments. If an origin or destination location for a shipment has a dock setup in TMS, the appointments must be booked in TMS. For all other locations, Carrier must arrange appointments with the AMD Authorized Representative as needed. All pickup and delivery appointments must be booked to minimize the length of time the Products will be on the truck.

If Carrier is not successful in arranging an appointment at an origin or destination, Carrier must promptly notify AMD's Central Shipping department in which case, AMD may in its discretion cancel the Shipment upon notice to Carrier (via TMS, email or otherwise), without penalty or payment to Carrier.

14. Loading and Regulatory Compliance

Carrier shall: (a) ensure that the provisions of all relevant and applicable federal, provincial or municipal laws, regulations, orders, directives and mandatory bulletins, including without limitation, those pertaining to transportation, environmental, health and safety, carriage, anti-corruption, business integrity and trade sanctions (collectively "**Applicable Laws**") in effect from time to time and applicable to Carrier's business, operations and its provision of the Transportation Services are fully complied with; (b) obtain and maintain at all times any and all permits, licenses, approvals and authorizations required from time to time for its operations and business, its employees, its equipment, vehicles and tools, and in connection with Carrier's provision of the Transportation Services, as required pursuant to Applicable Laws; and (c) maintain a current CVOR and shall submit its current CVOR rating or equivalent to AMD upon request.

Carrier shall be solely responsible for load configuration to meet all Applicable Laws and to prevent damage to the Products during transit and delivery. All Products must be loaded in accordance with the Loading Instructions provided to Carrier. If Carrier does not comply with the Loading Instructions, the Bill of Lading must be stamped and signed by the driver of the Shipment and that driver assumes all responsibility and costs associated with damage to the Products, delays in delivering the Products to the instructed destination and/or refusals to unload or accept the Products at the instructed destination. If AMD's Loading Instructions do not specify a loading configuration, drivers may choose any loading configuration at their discretion.

15. Products Being Delivered

Carrier must ensure the correct Products are loaded at the origin and delivered to the correct destination per the Carrier Agreement, including the Bill of Lading, and any tags affixed to Products. When there is more than one customer destination, the Bill of Lading information must match the coil tag information prior to unloading at the customer facility. If incorrect Products are picked up or delivered, or delivered to the wrong destination, Carrier will promptly redeliver the Products at its sole expense and liability.

If the Shipment cannot be delivered through no fault of Carrier, Carrier shall give prompt written notice thereof to AMD and Carrier shall request disposal and delivery instructions. Unless instructed otherwise at AMD's discretion or as otherwise required by Applicable Laws, Carrier shall, at Carrier's risk, in its discretion, return the Shipment to AMD or deliver it to an AMD Approved Warehouse.

16. Unauthorized Pick Up

Carrier must ensure it has a Shipment which has been approved by AMD pursuant to Sections 3 or 4 before taking any action to provide any

Transportation Services. If Carrier executes or performs (in part or in full) the Transportation Services without an approved Shipment in TMS or by way of a Manual Request (“**Unauthorized Pick Up**”), Carrier will be responsible for all of its own costs as well as all costs incurred by AMD associated with the Unauthorized Pick Up, including but not limited to, a No Load Charge charged from the third party assigned to that Shipment.

17. Damage

1) Existing Damage

Carrier must inspect and ensure that the Products to be loaded for transportation in connection with each Shipment are free of damage before loading. If damage is found, Carrier must notify the person loading the Products of the damage. If damaged Products are loaded, Carrier must (i) record the damage on the Bill of Lading; and (ii) if possible, take pictures. If existing damage is not documented, it will be assumed the Products were damaged by Carrier during transit.

2) Damaged During Transit

Carrier is responsible for all Products damaged during transit and, at AMD’s sole discretion, Carrier will (i) reimburse AMD for the cost of repairing and/or redelivering the Products; and/or (ii) reimburse AMD for the costs associated with a Customer Claim. Carrier must immediately notify AMD whenever any Products is damaged.

3) Damaged During Unloading

If any Products are damaged at the destination during unloading, Carrier must notify the person unloading of the damage. If the damaged Products are unloaded, Carrier must (i) record the damage on the Bill of Lading; and (ii) if possible, take pictures. If existing damage is not documented, it will be assumed the Products were damaged by Carrier during transit.

4) Length of Time on Truck

The Products must only be on the truck used for the Shipment during and for the indicated Transit Time. Any damage caused to any Products as a direct result of the Products being on that truck for periods longer than the Transit Time will be Carrier’s sole responsibility. If any party requests that the Shipment be stopped during transit, the Products are at that party’s risk.

18. Weight

When Carrier is paid for a Shipment based on Weight, the Weight will be used to calculate the fee paid for such Shipment.

19. Unplanned Charges

All unplanned charges incurred by Carrier in providing the Transportation Services must be submitted by Carrier to AMD via TMS within 7 days of the delivery of the Shipment to its final Destination and be approved in writing by AMD before any payment therefor is made to Carrier. Carrier must provide to AMD sufficient back-up evidence for all unplanned and claimed charges. AMD reserves the right to reject any unplanned charges for which there is insufficient evidence (in AMD’s discretion) of charges actually being incurred.

20. Proof of Delivery and Invoicing

Carrier is required to have copy #2 of the Bill of Lading signed by the receiving party at the destination of the Shipment. In the event of a dispute as to whether or not Carrier performed the Transportation Services, Carrier must produce the Bill of Lading as evidence. For all Shipments processed as a Manual Request, the original copy #2 of the Bill of Lading must be sent to AMD with Carrier’s invoice. If a Shipment is invoiced within TMS, Carrier must keep the original of copy #2 of the Bill of Lading on file. AMD reserves the right to decline payment if Carrier does not have the original copy #2 of the Bill of Lading.

21. Payment and Payment Terms

Carrier acknowledges that AMD is a part of the ArcelorMittal group of companies. Carrier agrees that the pricing and the payment terms in these General Conditions shall, at AMD’s option, be adjusted to match (as closely as practicable, and with such minor modifications to the details as may be appropriate in the circumstances) the prices paid by, and payment terms applicable to member companies of the ArcelorMittal group of companies for the same (or substantially similar) goods and/or services as those that are the subject of these General Conditions. Such amended pricing and payment terms shall become effective on the date specified in written notice given by AMD to Carrier of AMD’s decision to implement them.

For Carriers subject to AMD’s invoiceless pay process as determined by the AMD Authorized Representative, unless otherwise noted, AMD will process an invoice (the “**Invoice Payment Details**”) to itself from the Carrier which shall represent the final invoice between the Parties. AMD shall provide a copy of such invoice to Carrier. For clarity, there shall be no separate form of invoice issued by Carrier and AMD’s Invoice

Payment Details shall form the invoice setting out the payment to be made to the Carrier. The Parties agree that such Invoice Payment Details shall be considered an invoice issued by Carrier to AMD.

In the event that Carrier provides certain services that are only partly subject to AMD's invoiceless pay process, AMD's Invoice Payment Details shall represent the final invoice from Carrier to AMD for all Purchase Orders that are subject to AMD's invoiceless pay process and the Carrier may issue a separate invoice for those services which are not subject to AMD's invoiceless pay process. In the event that Carrier does generate a separate form of invoice for Purchase Orders that are subject to AMD's invoiceless pay process, such carrier-generated invoice shall be null and void and of no effect.

The Parties acknowledge and agree that Carrier shall be responsible for remitting the applicable taxes indicated on the Invoice Payment Details to the Canada Revenue Agency/Revenue Quebec, as applicable.

22. Any objections to the information set out in AMD's Invoice Payment Details shall be communicated by the Carrier to AMD no later than five (5) days following the issuance of AMD's Invoice Payment Details failing which the Invoice Payment Details shall represent the final invoice between the Parties. **Invoice Settlement**

Carrier must promptly notify AMD of any unpaid invoices when the account is at least 30 days in arrears. If Carrier notifies AMD after 6 months, AMD may charge Carrier a fee for any investigation or enquiries into the late payments and Carrier shall pay same within 30 days of AMD's invoice thereof.

23. **Assistance with Customer Inquiries & Claims**

AMD will notify Carrier within 30 days of receiving a complaint or inquiry from a customer or a Customer Claim. When requested by AMD, Carrier must promptly and fully participate and assist AMD in responding to any Customer Claims or other customer complaints and/or inquiries related to the delivery of the Products.

24. **Right to Audit**

Carrier shall maintain books, records and accounts relating to the provision to AMD of the Transportation Services. Carrier shall permit AMD's employees, representatives and agents to audit its books and records at such location as AMD requests to determine whether or not Carrier has complied with all terms of the Carrier Agreement, including these General Conditions, the Bill of Lading and the Service Level Agreement, as applicable. Carrier shall co-operate fully with all audits, and shall cause its employees, agents and subcontractors (if any) to do the same. Carrier shall reimburse, defend, indemnify and hold AMD harmless with respect to any losses, costs, claims or damages incurred or suffered by AMD any breach of this provision by Carrier.

25. **Governing Law**

These General Conditions, and the agreement for the provisions of Transportation Services constituted by the acceptance hereof, is deemed to have been entered into in the Province of Ontario and is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

26. **Arbitration**

Any disagreement or dispute that may arise with respect to the interpretation or applications of these General Conditions, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration in accordance with the ADR Institute of Ontario Rules as at present in force. Said arbitration shall be held in Hamilton, Ontario, Canada and the proceeding shall be conducted in the English language. Judgment upon the award rendered by the arbitrator or arbitrators may be entered into in any court having jurisdiction thereof.

27. **Indemnity**

To the fullest extent permitted by law, Carrier shall reimburse, defend, indemnify and save harmless AMD and its officers, directors, employees and agents (collectively the "Indemnitees") from and against all losses, costs, damages, liabilities, expenses (including reasonable legal fees and court costs), actions, causes of action, demands, obligations, and claims for injury to or death of persons and damage to property which any Indemnitee and/or its successors or assigns now has or hereafter shall or may have or suffer or incur as a result of, in respect of, arising out of, or in connection with Carrier's negligence, willful misconduct, performance or non-performance under the Carrier Agreement, including these General Conditions, the Bill of Lading, and/or the Service Level Agreement, as applicable, or in connection with the Transportation Services by Carrier or its approved subcontractors or agents hereunder (including without limitation concurrent, joint, comparative, active or passive negligent acts or omissions, on the part of any Indemnitees) or the failure by Carrier, or any of its subcontractors, to comply with Applicable Laws or to maintain any licenses, permits, authorizations, approvals or ratings required in connection with the provisions of the Transportation Services, including the CVOR. Carrier's obligation to reimburse, indemnify, defend and hold the Indemnitees harmless shall survive the termination of the agreement to provide the Transportation Services, the General Conditions, Bill of Lading and/or the Service Level Agreement, as applicable.

28. Limitation of Liability

Carrier will be responsible for the lesser of (a) the value of the Products including freight and other charges if paid; and (b) \$2.00 per pound computed on the total weight of the Shipment. In the event that AMD has declared the value of the Products on the face of the Bill of Lading, Carrier will be responsible for the declared value of the Products. In no event shall either party be liable to the other for consequential, special, contingent or special damages (including, but not limited to, loss of production or profit).

29. Insurance

Carrier agrees to obtain and maintain (a) comprehensive general liability insurance in occurrence form subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, (b) liability insurance in respect of all Trucks owned, leased or licensed by it and used in connection with the Transportation Services, subject to limits of not less than \$5,000,000 inclusive per occurrence, and (c) maintain cargo insurance insuring the Products carried by Carrier for loss to its replacement value while under the care, custody or control of Carrier. Any liability insurance obtained by Carrier as described herein shall include as Named Insureds AMD and Carrier and shall expressly waive the insurer's rights of subrogation against AMD. Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least 30 days prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid liability policies (with the exception of workers compensation and pollution liability) to be duly and properly endorsed by its insurance underwriters as follows: (i) to provide an endorsement naming as additional insured, and waiving subrogation in favor of, the indemnified parties; (ii) to contain a standard cross liability and severability clause; (iii) to provide that said insurance shall be primary in all instances with respect to Carrier's insurance, which shall be secondary and non-contributing at all times; and (iv) to provide contractual liability coverage. The required insurance shall cover the entire geographic scope in which Carrier will operate under this Agreement, as applicable. Upon request, Carrier will furnish AMD with a certificate of insurance evidencing such insurance.

30. Setoff

Notwithstanding any other provision of this Agreement, AMD and any company which is affiliated with AMD (within the meaning of the *Canada Business Corporations Act*) shall be entitled to deduct from the amount of any payment otherwise due to the Carrier (whether under this Agreement or under any other agreement or for any other reason whatsoever) any debt owed by the Carrier or any company affiliated with the Carrier (within the meaning of the *Canada Business Corporations Act*) to AMD or any company affiliated with AMD (within the meaning of the *Canada Business Corporations Act*) under any other agreement or for any other reason whatsoever.

31. Anti-Corruption, Code of Business Conduct and Compliance with Laws

Carrier shall, in connection with its business and operations, and the provision to AMD of the Transportation Services, comply with all Applicable Laws, and AMD may terminate upon notice to Carrier any order or request for services, without any penalty or payment to Carrier, if AMD has a good faith belief that Carrier has violated, intends to violate or cause violation of any such anti-corruption and/or global integrity laws. Carrier represents and warrants that it has read and understands AMD's Code of Business Conduct, as amended by AMD from time to time, and which is accessible at www.arcelormittal.com (Investors & Shareholders/Corporate Governance), and that it has not taken any actions inconsistent with or contrary to AMD's Code of Business Conduct in entering into any agreement with AMD and/or accepting any request or order for any Shipment or Transportation Services. Carrier further covenants that it shall not take any action inconsistent with or contrary to AMD's Code of Business Conduct in performing its obligations under the Carrier Agreement. Carrier shall also comply with all applicable AMD policies, as amended from time to time, accessible at <https://ec.dofasco.ca/ECommerce/B2BHome.asp>.

Carrier represents and warrants that as of the date of signing the Carrier Agreement, to the best of its knowledge there are no actions, lawsuits, proceedings, complaints or charges pending or threatened against it, which are reasonably likely to have an adverse effect on its ability to carry out its obligations under this Agreement. Carrier agrees that should such an action, lawsuit, proceeding, complaint, or charge against it commence during the term of this Agreement, Carrier shall promptly notify AMD in writing of such event, and include in such notice reasonable details the proof and an assessment of its likely effect on Carrier's ability to continue to perform its obligations under this agreement.

32. Modification and Waiver

Carrier shall be deemed to have accepted a Shipment in accordance with the Carrier Agreement upon acceptance of a Carrier Response by AMD in TMS, by Carrier's acceptance of a Manual Request, or by any provision of Transportation Services in connection with that Shipment. Any conditions of service set out in Carrier's standard form, order confirmation, prior offer, quotation, purchase order, bill of lading, or any other documentation provided by Carrier will not apply even if not expressly rejected by AMD. The Carrier Agreement contains the complete and entire agreement between Carrier and AMD. A Shipment may be amended by modification issued by AMD. The failure by either party, at any time, to enforce any terms and conditions of a Shipment or the Carrier Agreement will not be construed to be a waiver of such party thereafter to enforce any such terms and/or conditions.

33. Force Majeure

Each party shall perform its obligations as specified herein, provided that if circumstances or events in the nature of a Force Majeure delay any performance by such party of its obligations herein, the date of such party's performance may be extended for a period of time equal to the length of the delay so caused by the event of Force Majeure. Such extension shall be conditional upon such party giving prompt written notice to the other



party of the occurrence causing the delay and its expected duration. **“Force Majeure”** means an event beyond the control of the party invoking it and not attributable to the acts, omissions or defaults of the said party, its employees or agents, which interrupts, delays or prevents, totally or partially, the performance of that party's obligations hereunder; without limiting the generality of the foregoing, Force Majeure may include one or more of the following events: acts of God or the public enemy, war, embargo, insurrection, riot, rebellion, social unrest, epidemic, flood, fire, explosion, lightning, earthquake, tornado, severe storm, court order, restrictions, enactment, amendment or repeal of laws or regulations of a governmental or public authority. For greater clarity, normal weather conditions that do not impede safety, commercial impracticability, or inability to provide Transportation Services for any reason other than force majeure or the mere lack of funds or economic hardship shall not be deemed to be an event that forms part of or is a Force Majeure as defined hereunder.

Notwithstanding any other term of these General Conditions, upon the occurrence of a Force Majeure affecting either party's ability to perform hereunder on time, AMD may cancel any Shipment:

- (a) for which no Bill of Lading has been issued, upon email to Carrier or posting in TMS; and
- (b) for which a Bill of Lading has been issued, upon presenting the Bill of Lading to Carrier to be amended and initialed by each of AMD and Carrier to cancel the Shipment.

34. Confidentiality

AMD and Carrier acknowledge and agree that all of the terms and conditions contained herein are considered confidential business information of AMD and Carrier, and that none of such terms and conditions shall be disclosed to any third party without the prior written consent of the other party. AMD and Carrier agree that Carrier shall be entitled to publicize the fact that this Agreement has been entered into, provided that (i) Carrier obtains AMD's prior written consent, (ii) Carrier shall at no time disclose any of the terms or conditions of this Agreement, (iii) Carrier shall obtain AMD's written approval before making any disclosure pertaining to AMD's business or operations, and (iv) AMD shall have the opportunity for prior review and approval of any formal press release issued by Carrier pertaining to Carrier's business or operations. AMD and Carrier shall each be responsible for any breach of this paragraph by their respective representatives or employees. AMD's and Carrier's respective obligations of confidentiality contained herein shall survive the termination of the Carrier Agreement.

35. Paramountcy

Except as required by Applicable Laws, to the extent of any conflict or inconsistency between the provisions of the master service agreement, these General Conditions, the Service Level Agreement and the Bill of Lading, all of which form the Carrier Agreement, the following document will prevail in order of descending priority: (1) Master Carrier Agreement; (2) Service Level Agreement; (3) these General Conditions; and (4) Bill of Lading.

Appendix A: Accessorial Definitions

Accessorial	Rules / How Calculated
Demurrage	<p>Loading or Unloading (single shipment) at AMD or CDL Paid if made to wait more than 2 hours.</p> <p>If a driver arrives on time for the appointment, the 2 hours free time is calculated starting from the earlier of (a) the appointment time, or (b) time carrier is called in. Example: Appointment is for 6:00 AM, driver arrives at 5:45 AM. If called in at 5:55 AM the time starts at 5:55 AM and detention starts at 7:55 AM. If called in at 6:05 AM the time starts at 6:00 AM and detention starts at 8:00 AM.</p> <p>If a driver arrives late for the appointment, the 2 hours free time is calculated starting from the time carrier is called in. Example: Appointment is for 6:00 AM, driver arrives at 6:08 AM and is called in at 6:30 AM, the time starts at 6:30 AM and detention starts at 8:30 AM.</p> <p>Unloading and Reloading at AMD or CDL (2 shipments) Paid if made to wait more than 4 hours.</p> <p>If a driver arrives on time for the delivery appointment, the 4 hours free time is calculated starting from the earlier of (a) the delivery appointment time, or (b) time carrier is called in. Example: Delivery appointment is for 6:00 AM, driver arrives at 5:45 AM. If called in at 5:55 AM the time starts at 5:55 AM and detention starts at 9:55 AM. If called in at 6:05 AM the time starts at 6:00 AM and detention starts at 10:00 AM.</p> <p>If a driver arrives late for the delivery appointment, the 4 hours free time is calculated starting from the time carrier is called in. Example: Delivery appointment is for 6:00 AM, driver arrives at 6:08 AM and is called in at 6:30 AM, the time starts at 6:30 AM and detention starts at 10:30 AM.</p> <p>Loading at AMW Paid if made to wait more than 2 hours.</p> <p>If loading without making a delivery at AMW, the 2 hours free time is calculated starting at the arrival time. Example: Arrival is 8:00 AM, time starts at 8:00 AM and detention starts at 10:00 AM.</p> <p>Unloading at AMW Paid if made to wait more than 2 hours.</p> <p>If a driver arrives on time for the appointment, the 2 hours free time is calculated starting from the appointment time. Example: Appointment is for 6:10 AM, driver arrives at 5:45 AM, time starts at 6:10 AM and detention starts at 8:10 AM.</p> <p>If a driver arrives late for the appointment, the 2 hours free time is calculated starting from the arrival time. Example: Appointment is for 6:10 AM, driver arrives at 6:18 AM, the time starts at 6:18 AM and detention starts at 8:18 AM.</p> <p>Unloading and Reloading at AMW Paid if made to wait more than 4 hours.</p> <p>If re-loading after making a delivery at AMW, detention will be paid if on-site for more than 4 hours starting from the later of (a) the delivery appointment time, or (b) the arrival time.</p>



Accessorial	Rules / How Calculated
	<p>Detention is to be added to the inbound shipment (i.e. the shipment with the delivery appointment).</p> <p>Loading at AMLPC Pickup appointments are not required at AMLPC. Trucks are typically loaded based on arrival time.</p> <p>Carrier will be compensated if it has been on-site for more than 2 hours and the loading delays were caused by AMLPC (e.g. crane breakdown or delay due to loading railcars instead of trucks). For clarity, detention will not be paid due to a large number of trucks arriving at or near the same time.</p> <p>At Other 3rd Parties Demurrage will be paid if the delay can be substantiated by Carrier. Carrier must provide the scheduled appointment time and proof of delay.</p> <p>Carrier's arrival times relative to the appointment time will be considered.</p> <p>The delay must be auditable and can be in the form of either: (a) Electronic carrier log sheets (i.e. Satellite); (b) Bills of Lading signed by a third party employee showing arrival and departure times; (c) Email correspondence between driver & dispatcher with accompanying Carrier log sheet (electronic or manual); (d) Email correspondence between Carrier & AMD sent during the time in question, describing the situation.</p> <p>AMD reserves the right to ask for evidence prior to approving charges.</p>
Fuel Surcharge: Local	The local Fuel Surcharge is applied to shipments that have all origin(s) and all destination(s) in the greater Hamilton or Windsor areas. Fuel Surcharge is applicable only to line haul costs, and is not applied to accessorial charges.
Fuel Surcharge: Highway	The highway Fuel Surcharge is applied for shipments that have origin(s) or destination(s) that are not within the greater Hamilton or Windsor local areas. Fuel Surcharge is applicable only to line haul costs, and is not applied to accessorial charges.
Miscellaneous Charge	<p>Miscellaneous Charge is to be used when Carrier needs to be compensated for an unplanned charge, and there is not an accessorial charge on file for the charge.</p> <p>Carrier must describe the circumstance and provide proof before the charge will be approved.</p>
Multi Stops: Origin	<p>Multi stop charges are allowed when there is more than 1 pick-up location on a shipment.</p> <p>Note: All locations at AMD are treated as a single location.</p>
Multi Stops: Destination	<p>Multi stop charges are allowed when there is more than 1 delivery location on a shipment.</p> <p>Note: All locations at AMD are treated as a single location.</p>
No Load Charge	<p>No Load Charges are applicable if a driver arrives at the origin and there is no Products to deliver.</p> <p>In these situations, an attempt will be made to find another shipment for the driver. If all attempts fail, the No Load Charge will be paid.</p> <p>If Carrier is given another load by AMD, or Carrier's dispatcher assigns another load to Carrier, No-Load Charges do not apply.</p>
Penalty	Applied to penalize Carrier to recover costs owed to AMD.
Return Load	Applicable when the customer will not unload Product, and Products must be returned to AMD.
Taxes (GST, PST, QST)	Taxes are set up in accordance with the applicable provincial and federal tax laws.