

**ARCELORMITTAL DOFASCO G.P.  
GENERAL TERMS AND CONDITIONS FOR PROCESSING SERVICES**

**1. GENERAL TERMS AND CONDITIONS FOR PROCESSING SERVICES**

These General Processing Terms shall apply to all Services provided to AM Dofasco by the Processor, and shall include the following additional documents: i) Scrap Return and Scrap Credit Program; and ii) Standards and Procedures Manual.

**2. SERVICES**

Processor shall provide outside processing services for AM Dofasco's steel products (the "Services") as may be requested by AM Dofasco from time to time pursuant to one or more purchase orders issued by AM Dofasco and accepted by Processor (the "Orders"). Such Orders shall specify, as applicable: i) the particular Services for the Processor to perform; ii) the schedule or statement of when Processor is to perform the Services; and iii) any other matters relating to the Services. The time for the performance and completion of Services as specified in an Order shall be of the essence.

Processor may accept each Order either by express acceptance thereof or by beginning performance of the Services specified therein or by not rejecting it within five (5) business days of receipt. Acceptance of an Order shall create a separate binding and enforceable contract between Processor and AM Dofasco (a "Specific Processing Services Contract"), and each Specific Processing Services Contract shall consist of and be governed by the terms set out in the applicable Order and these General Processing Terms. Processor's acceptance of an Order shall be deemed to include Processor's acknowledgement that it has read, understands and accepts all terms, conditions and provisions including those contained in these General Processing Terms.

Notwithstanding anything to the contrary, nothing herein requires AM Dofasco to order any Services from Processor or confers upon Processor any exclusive right to provide such Services to AM Dofasco. In the event any inconsistencies or discrepancies arise among any parts of a Specific Processing Services Contract and the precedence among the parts is not otherwise specified, priority shall be given in the following order: (i) these General Processing Terms; the Order; the Standards and Procedures Manual; and the Scrap Credit Program and Scrap Return Program.

In the event that the Parties wish to alter or amend the Services contemplated in an Order, AM Dofasco shall issue a change order describing the changed Services and any adjustments to the time for completion and/or contract price. Processor may accept each change order by express acceptance, by commencing performance of the changed services or by not rejecting the change order within 5 business days of receipt.

**3. QUALITY, SHIPPING AND STORAGE REQUIREMENTS**

Processor will comply with all of the quality, shipping, and storage requirements as described in the Standards and Procedures Manual. The version of the Standards and Procedures Manual applicable to any Services shall be the version in effect on the date that the Order for the Services was sent or issued by AM Dofasco to Processor.

**4. BILLING AND PAYMENT**

All payments to Processor will be based on invoices prepared by Processor in accordance with these General Processing Terms. Unless otherwise stated: (i) invoices shall be rendered and all payments made in Canadian funds; no payments shall be made to Processor except on the basis of original invoices submitted by Processor to AM Dofasco together with a detailed breakdown of the amounts of such invoices in a form acceptable to AM Dofasco and such supporting documentation as AM Dofasco may reasonably require; and (iii) invoices shall be paid by cheque or EFT issued net 45 days (or such number of days as is specified on the Order) after the receipt of the invoice by AM Dofasco. Payment will not constitute acceptance by AM Dofasco of the quality or quantity of goods or services delivered by Processor hereunder. AM Dofasco reserves the right to change the invoice process from time to time in its sole discretion. All scrap produced in the course of the Services shall be returned to or credited by AM Dofasco in accordance with the Scrap Return and Scrap Credit Program.

**5. FORCE MAJEURE**

Neither Party shall be liable for any default or delay in the performance of its obligations if such default or delay is caused by events beyond its control, provided that such events were unforeseeable and unavoidable on the date of signing of this Agreement (each such event being a "Force Majeure Event"). The Party affected by a Force Majeure Event shall immediately notify the other Party in writing of the event and furnish the other Party with all relevant information and proof, steps being taken to mitigate the impact and the estimated period of time the event may delay performance of the affected Party's obligations. If a claimed Force Majeure Event exceeds or is expected to exceed more than 10 days, AM Dofasco shall be permitted to terminate the Order. In the event that Processor is affected by a Force Majeure Event which affects the availability of the Services, Processor shall make best efforts to continue to provide the Services to AM Dofasco on a pro rata basis.

**6. PROCESSOR'S WARRANTIES**

In addition to any other warranties by Processor, express or implied by law, Processor hereby represents and warrants to AM Dofasco that all Services and material produced thereby shall strictly conform with all specifications and any other requirements contained in these General Processing Terms including but not limited to those contained in the Standards and Procedures Manual.

Unless otherwise specified on the face of the applicable Order, any Services or material produced thereby not strictly conforming with the foregoing warranties at any time prior to AM Dofasco's end-customer's use of the materials produced or affected by, or handled in connection

with, the Services shall be deemed to be defective and shall at AM Dofasco's request and convenience, but at Processor's sole expense, be repaired, replaced or re-performed as may be reasonably elected by AM Dofasco, including transportation costs.

With respect to any warranty claim made by AM Dofasco, Processor shall promptly inform AM Dofasco as to when Processor will make the repair, replacement or re-performance elected under this Section 6. If, in the reasonable judgment of AM Dofasco: i) the response time proposed by Processor is not adequate to avoid or minimize AM Dofasco's loss or damage, ii) Processor cannot be contacted, or iii) if Processor cannot make the suitable repair, replacement or re-performance, then AM Dofasco shall be permitted to make such repair, replacement or re-performance at Processor's expense, which expense will in no event be unreasonable.

The foregoing warranties and all remedies for breach thereof are non-exclusive, cumulative and in addition to any other rights and remedies available to AM Dofasco.

If AM Dofasco notifies Processor that any AM Dofasco Property has been placed on "hold" or if a "hold" is transmitted by EDI on any of AM Dofasco Property, Processor shall not release or ship such material unless and until it is specifically directed to do so by AM Dofasco.

#### **7. INSPECTION AND ACCESS**

AM Dofasco reserves the right, at its option, to observe Processor's performance of the Services in progress, and to inspect the products with respect to which the Services are being provided at any time and at any location where the Services are being performed, including Processor's facilities. Notwithstanding the foregoing, any inspection by AM Dofasco shall not constitute acceptance of the Services. AM Dofasco's good faith decision that any Services, goods or materials do not in all respects comply with these General Processing Terms shall be final and conclusive, subject to any disputes resolution procedure applicable to these General Processing Terms.

#### **8. AUDIT RIGHTS, INVENTORY AND QUALITY CONTROL**

Processor shall maintain books, records and accounts relating to the Services for a period of three (3) years from the later of the date that: a) the processed AM Dofasco Property has been received by AM Dofasco or the third party end-user; and b) the completion of the performance of Services by Processor in satisfaction of the applicable Order.

The Processor shall permit AM Dofasco's employees and agents to audit its books, records and accounts at such location as AM Dofasco reasonably requests and shall cause any subcontractors to do the same for the purpose of determine whether the Processor has complied with the terms of the applicable Order(s) including, without limitation, compliance with the Order requirements, pricing, change orders and any claims arising from or in connection with the Order(s). The Processor shall cooperate fully with any such audit and shall cause its employees, agents, Subcontractors and Suppliers to do the same. AM Dofasco shall bear the expense of any audit unless otherwise agreed by the Parties or unless the audit discloses errors in AM Dofasco's favour, upon which the expense of any audit shall be paid by Processor (or reimbursed to AM Dofasco, as the case may be, in the event that AM Dofasco has paid for the expense of such audit). Any overcharges disclosed by an audit will be subject to reimbursement to AM Dofasco plus interest accruing at the rate of 1% per month from the date the overcharge occurred.

#### **9. TERM AND TERMINATION**

AM Dofasco may terminate, in whole or in part, any Specific Processing Services Contracts for AM Dofasco's convenience at any time upon thirty (30) days written notice to Processor. Processor shall be entitled to payment for Services performed up to the date of termination. Upon termination, Processor shall cease performing Services and shall take such action as AM Dofasco may direct for the protection and preservation of AM Dofasco Property and the Services performed up to the date of termination. Processor agrees to cooperate with AM Dofasco to provide the information, personnel and resources necessary to effect an orderly termination, which may include a transfer of responsibilities for performing the Services. AM Dofasco shall reimburse Processor for its reasonable out-of-pocket expenses incurred in performing its post-termination obligations. In no event shall Processor be entitled to receive unrealized profits as a result of such termination.

If Processor shall: i) fail or refuse to diligently perform the Services or its other obligations hereunder, ii) shall fail to make prompt payment to its Subcontractor or for materials or labour; iii) shall disregard Applicable Laws or safety considerations or the instructions of AM Dofasco, iv) is adjudged bankrupt, or makes a proposal to creditors or a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of Processor's property, or v) shall otherwise be in material breach of these General Processing Terms or any Specific Processing Services Contract, then AM Dofasco, without prejudice to any other right or remedy it may have, may terminate such Specific Processing Services Contract upon written notice to Processor and may finish the Services or obtain replacement Services by any method AM Dofasco deems expedient. In the event of such termination, Processor shall:

- a) Stop performing all Services on the effective date of the notice of termination;
- b) Place no further order or subcontract for materials, services or facilities;
- c) At AM Dofasco's election, terminate all Orders and subcontracts;
- d) Deliver to AM Dofasco such completed or partially completed information that, if the Specific Processing Services Contracts or Orders had been completed, would have been required to be furnished (or returned) to AM Dofasco;
- e) Deliver to AM Dofasco a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Services.

Processor will obligate its Suppliers and Subcontractors to the same conditions with respect to termination as those applicable to Processor as set forth above.

Processor shall have the right to terminate any Specific Processing Services Contract if, at any time after thirty (30) days written notice, AM Dofasco fails to comply with a material provision of these General Processing Terms or any Specific Processing Services Contract. Any such termination shall be deemed to be a termination for AM Dofasco's convenience pursuant to the paragraph above.

#### **10. NO LIENS; TITLE**

Title to all AM Dofasco Property shall at all times be and remain the property of AM Dofasco alone, and Processor shall have no ownership or other interest therein. Processor shall perform all Services so as to maintain in AM Dofasco full, exclusive and unencumbered title to and ownership to all AM Dofasco Property, free and clear of all liens, taxes, security interests or third party claims of any nature whatsoever except only those created by, under or through AM Dofasco.

Processor shall immediately satisfy and discharge and shall indemnify, defend and hold harmless AM Dofasco from and against all liens and claims therefor in connection with the Services or the performance thereof. If any such lien or claim therefor shall at any time be filed or asserted against any property of AM Dofasco, Processor shall at its own expense immediately take all such action as is necessary to remove or satisfy such lien. In addition, Processor shall immediately reimburse AM Dofasco for all costs or expenses incurred by AM Dofasco in order to discharge or contest such lien or claim therefor, including without limitation reasonable legal fees, expert fees and court fees. AM Dofasco may at any time upon reasonable notice and during normal business hours enter Processor's premises and remove any or all AM Dofasco Property.

#### **11. FINANCIAL CONDITION**

Processor warrants to AM Dofasco that its financial condition is and will be sufficient to enable it to perform and complete satisfactorily all of its obligations under these General Processing Terms; and Processor shall at AM Dofasco's request furnish sufficient documentation evidencing said sufficient financial condition, including but not limited to financial statements, which AM Dofasco shall treat as Confidential Information. Processor also warrants that any financial statements furnished to AM Dofasco are prepared in accordance with general accounting principles applied on a consistent basis and such financial statements accurately describe Processor's financial condition.

#### **12. RISK OF LOSS; INDEMNIFICATION; CLAIM POLICY**

Processor shall indemnify, defend and hold the AM Dofasco Indemnitees harmless from and against the full amount of all loss or liability (including reasonable legal fees) for or on account of any disease or injury (including death) or damages received or sustained by any person by reason of: (i) any act or omission, whether negligent or otherwise, on the part of Processor or any of its subcontractors or any of their respective employees, agents or invitees; (ii) the condition of Processor's premises; or (iii) otherwise arising out of Processor's performance under these General Processing Terms.

Processor shall be liable for and fully reimburse AM Dofasco for any loss of or damage to any AM Dofasco Property that occurs when it is in Processor's possession, control or custody and shall indemnify, defend and hold AM Dofasco harmless from and against any claims by third parties in connection with such loss or damage, including without limitation claims that AM Dofasco has failed to perform its contract with or purchase order from a third party. In the event of loss or damage to any AM Dofasco Property shipped or delivered to Processor, AM Dofasco may, at its option, invoice such material to Processor at AM Dofasco's published or established commercial price plus freight in effect at that time and such invoice(s) shall be payable within thirty (30) days of the invoice date. Processor shall reimburse AM Dofasco for such loss or damage and shall reimburse AM Dofasco for any charges for Services previously paid on the items lost or damaged.

Processor shall inspect all AM Dofasco Property when received (without prematurely opening any protective packaging) and document any observable damage to AM Dofasco Property. In the event the AM Dofasco Property is damaged at the time that it is sent for outbound shipment from Processor and Processor's inbound inspection documentation does not note such damage and such damage would have been observable, the damage shall be presumed to have been caused while the AM Dofasco Property was in Processor's possession. Processor shall only be able to rebut that presumption by clear and convincing evidence to the contrary.

In the event Processor fails to correct or report to AM Dofasco any defects in or affecting AM Dofasco Property that are reasonably discoverable by Processor in the course of performing the Services, whether such defects are caused by Processor, AM Dofasco or otherwise, then Processor shall reimburse AM Dofasco for any claim by AM Dofasco's end customer to the extent the claim is attributable to Processor's failure to properly perform the Services or to inspect the AM Dofasco Property; or if the material produced by the Services are rejected by the end customer, Processor shall reimburse AM Dofasco for the reasonable cost to provide substitute materials to the end customer to the extent the rejection is attributable to Processor's failure to properly perform the Services or to inspect the AM Dofasco Property.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THESE GENERAL PROCESSING TERMS FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, PRODUCTION OR BUSINESS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"); PROVIDED, HOWEVER, THAT FOR PURPOSES OF THE FOREGOING LIMITATION, CONSEQUENTIAL DAMAGES SHALL NOT INCLUDE ANY OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS TO WHICH EITHER PARTY HAS EXPRESSLY AGREED UNDER THIS CONTRACT, REGARDLESS OF WHETHER OR NOT THE UNDERLYING CAUSE FOR EITHER PARTY HAVING TO PERFORM ITS OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS THE OTHER PARTY WOULD OTHERWISE UNDER APPLICABLE LAW BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

#### **13. INSURANCE**

Prior to the completion of the Services, and re-delivery to AM Dofasco or delivery to a third party as directed by AM Dofasco, the AM Dofasco Property shall remain at the risk of Processor and Processor shall be responsible for all loss and damage to the AM Dofasco Property and shall repair, correct or otherwise cure, at its own option and expense, all such loss and damage whether or not due to the fault of Processor.

Processor shall maintain and shall require each of its Subcontractors, if any, to maintain the following types of insurance coverages with not less than the limits of coverage below or that Processor maintains as part of its general program of business insurance, whichever are greater, and for coverage periods as long as these General Processing Terms are in effect:

- a) \$5,000,000.00 per occurrence commercial general liability insurance (including umbrella coverage) with contractual liability coverage as applicable to any hold harmless agreements set out herein;
- b) Workplace Safety and Insurance Coverage as required by the Workplace Safety and Insurance Act (Ontario);
- c) \$1,000,000.00 combined single limit of motor vehicle liability insurance covering all owned, hired, borrowed and non-owned vehicles brought onto the real property of AM Dofasco; and
- d) All-risk property insurance (including flood and earthquake) covering full value of all AM Dofasco Property in Processor's custody or control, including transit perils. AM Dofasco, Processor and all Subcontractors shall be additional insureds under the policy, which shall be primary to and noncontributory with any other insurance carried by AM Dofasco.

All required policies of insurance shall contain a waiver of subrogation in favor of AM Dofasco's Indemnitees. Such coverage shall be primary to and noncontributory with any other insurance carried by AM Dofasco. All deductibles on insurance required to be obtained under these General Processing Terms shall be borne by Processor at its sole expense, without reimbursement by AM Dofasco.

As soon as practicable upon execution of this Master Processing Services Agreement, Processor shall provide AM Dofasco with certificates of insurance evidencing all required coverages, listing all additional insureds required hereunder, and confirming the required waiver of subrogation. Each policy of insurance shall not contain any exclusions for Services performed by Subcontractors and must incorporate any additional endorsements as AM Dofasco may reasonably request.

Processor shall notify AM Dofasco and the applicable insurance carriers of any occurrence or event giving rise to a claim as required under the terms of the policies. Processor waives all rights and claims against AM Dofasco's Indemnitees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of its actual recovery of any insurance proceeds. Processor shall require similar waivers in favor of AM Dofasco and Processor from its Subcontractors.

Failure of the Processor to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. Failure to provide the certificates and/or maintain all required insurance coverage may result in the termination of any Specific Processing Services Contract.

#### **14. ASSIGNMENT**

These General Processing Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. Processor shall not assign or subcontract these General Processing Terms or any of its rights or obligations hereunder nor shall it make an assignment or pledge of any of the monies to be received by it from AM Dofasco hereunder unless it shall have procured the prior written consent of AM Dofasco to such assignment or pledge. No assignment or subcontracting of any portion of the Services to be performed hereunder will relieve Processor of its obligations under these General Processing Terms.

#### **15. TAXES**

Processor shall collect and pay (i) all taxes, contributions and premiums payable under Applicable Laws and based upon the payroll of employees engaged in the performance of the Services, (ii) all value-added, sales, use, consumption, multi-staged, personal property, customs, excise, stamp, transfer, or similar taxes, duties and charges payable under Applicable Laws (collectively "Sales Taxes"), (iii) all income, transportation and other taxes that Processor is required to pay under Applicable Laws, and (iv) any personal taxes on property owned by Processor, and shall indemnify, defend and save AM Dofasco's Indemnitees harmless from liability for any such taxes, contributions and premiums assessed, including interest, penalties and reasonable legal and professional fees related thereto, incurred by AM Dofasco.

If AM Dofasco is required by law or by administration thereof to collect any applicable Sales Taxes from Processor, then Processor shall pay such Sales Taxes to AM Dofasco concurrent with the payment of the amount upon which such Sales Taxes are calculated, unless Processor qualifies for an exemption from any such applicable Sales Taxes, in which case AM Dofasco shall accept, in lieu of payment of such applicable Sales Taxes, delivery by Processor of such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by Processor. Processor shall, at all times, indemnify and hold harmless AM Dofasco's Indemnitees against and in respect of any and all amounts assessed by any taxing authority in the event that any Sales Tax exemption claimed by Processor was inapplicable, invalid, or not properly made.

#### **16. PUBLICITY, CONFIDENTIALITY**

Processor shall not make any public announcement, press release or advertisement in connection with the Services or in any way use AM Dofasco's name or logo without the prior written approval of AM Dofasco. Processor shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any AM Dofasco Property without the prior written consent of AM Dofasco, which may be withheld in AM Dofasco's sole discretion, and Processor shall refrain from requesting any endorsement or testimonial of any nature from AM Dofasco in connection with the Services.

Processor shall not disclose any AM Dofasco information obtained by or provided to Processor in the performance of the Services (such information being "Confidential Information") to any person or entity other than those employees or agents of Processor with a need to know AM Dofasco's Confidential Information to perform under these General Processing Terms, or use the Confidential Information for any purpose other than in connection with the performance of the Services, or as may be required by Applicable Laws.

**17. INDEPENDENT CONTRACTOR**

Processor shall be and act at all times as an independent contractor hereunder, and neither Processor nor any of its associates, employees, subcontractors, suppliers or agents shall be deemed to be partners, joint venturers, agents or employees of AM Dofasco for any purpose whatsoever. Processor shall be responsible for all payroll taxes levied or in any way attributable to Processor's employees, and nothing herein shall entitle Processor or any of its employees, representatives or agents to any employee benefits of AM Dofasco. Neither Processor nor any of its employees shall represent themselves to be an employee of AM Dofasco. Processor shall have no authority and shall not represent that it has authority to execute documents on behalf of AM Dofasco or otherwise to assume or incur any obligation of any kind whatsoever in the name of AM Dofasco.

**18. DISPUTES RESOLUTION & GOVERNING LAW**

In the event of any dispute between AM Dofasco and Processor arising out of the performance of the Services or failure or alleged failure thereof or otherwise arising from or in connection with these General Processing Terms, each of the Parties shall promptly advise its senior management, in writing, of such dispute. Within ten (10) business days following delivery of such notice, the senior executives from each Party shall meet, either in person or by telephone, to attempt to resolve the dispute. Each Party shall be prepared to propose a solution to the dispute. If, following such efforts, the dispute is not resolved, the dispute shall exclusively be submitted to the competent courts in the Province of Ontario. Any such dispute shall be determined in accordance with the law of the Province of Ontario and the laws of Canada applicable in that province. Each Party hereby submits to the exclusive jurisdiction of and venue in such courts, and specifically waives any defense of forum non conveniens.

**19. COMPLIANCE**

Processor shall have and shall enforce and strictly comply with a strong internal safety policy that includes all current industry standards and any other applicable safety codes or procedures. Disregard for, or multiple or continued violations of, the safety considerations shall be deemed to be a material breach of these General Processing Terms.

Processor shall: (i) notify AM Dofasco immediately of any safety, health or environmental issues (including, without implying limitation, the discovery of hazardous and/or radioactive material) which may arise in connection with the performance of its obligations under these General Processing Terms; and (ii) take all appropriate measures and actions to mitigate the consequences which arise or which may arise therefrom and for which Processor is or may otherwise be responsible under these General Processing Terms. In the event of any such breach, AM Dofasco may terminate any Specific Processing Services Contract by written notice to Processor with immediate effect. Processor shall indemnify, defend and save harmless AM Dofasco, its directors, officers, employees and agents against all claims, damages, loss or expense arising out of Processor's breach of its obligations under this Section 19 and against any adverse effects arising from such breach.

Processor represents and warrants that it has read and understands the following policies of ArcelorMittal: Code of Business Conduct, Anti-Corruption Guidelines, Environmental Policy, Health & Safety Policy and Human Rights Policy, all of which are available at <http://corporate.arcelormittal.com/sustainability/our-policies>, together with AM Dofasco's Third Party Health and Safety Program available at <http://dofasco.arcelormittal.com/~media/Files/A/Arcelormittal-Canada/3rd%20party%20health%20safety%20and%20environment%20policy.pdf> (collectively, the "Policies"). The Processor agrees to perform the Services in accordance with the Policies. Any actions by the Processor which are inconsistent with the Policies shall constitute a material breach of these General Processing Terms. AM Dofasco will not be liable for any claims, losses, or damages arising from or related to failure by Processor to comply with any Policies or related to the termination of any Specific Processing Services Contract under this clause and Processor will indemnify and hold AM Dofasco harmless against any such claims, losses or damages.

Processor shall at all times familiarize itself with and comply with all Applicable Laws (including, without limitation those relating to anti-corruption, trade sanctions, safety, health and the environment) in performing the Services; and the Services shall in all respects conform to the requirements of all Applicable Laws. Unless otherwise expressly provided elsewhere in these General Processing Terms, Processor shall secure and maintain all applicable permits, licenses and certifications required to perform the Services; and Processor shall comply with all reporting requirements required by any Applicable Laws. Upon request by AM Dofasco, Processor shall provide AM Dofasco with copies of all documents submitted to any governmental authority in connection with the Services or in compliance with any Applicable Laws. Processor shall use only duly inspected and certificated equipment and duly licensed and trained operators where required and shall furnish its personnel with all required protective equipment and enforce the safe and proper use of such equipment.

Processor shall notify AM Dofasco immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to any aspect of these General Processing Terms.

Processor shall be responsible for ensuring that its Suppliers and Subcontractors comply with all requirements set out in this Section 19 in relation to the Services provided by Processor to AM Dofasco.

Breach of any of the provisions of this Section 19 by Processor shall be a material breach of a fundamental term of these General Processing Terms.

## 20. GENERAL PROVISIONS

These General Processing Terms represent the entire agreement of the Parties with respect to the subject matter hereof; and no agreement or understanding in any way modifying These General Processing Terms shall be binding upon AM Dofasco or Processor unless made in writing and signed by an authorized representative of each of AM Dofasco and Processor.

It is the intent of the Parties that whenever possible, each term, condition and provision of this these General Processing Terms shall be interpreted in such manner as to be effective and valid under applicable law, and that if any term, condition or provision of these General Processing Terms shall be rendered ineffective by or found to be invalid under applicable law, such term, condition or provision shall be deemed ineffective or invalid only to the minimum extent necessary, without invalidating the remainder of such provision or the remaining provisions of these General Processing Terms. All documentary parts of these General Processing Terms are complementary; what is called for by one part is as binding as if called for by all. Capitalized terms referenced herein shall have the meaning set out in Schedule "A" attached hereto. If Processor finds a conflict, error or discrepancy in any parts of these General Processing Terms, Processor shall notify AM Dofasco before proceeding with the Services affected thereby, and receive written confirmation from AM Dofasco with regards to such error or discrepancy before proceeding.

Except as otherwise expressly specified in these General Processing Terms, Processor shall provide and pay for all goods, services, utilities and facilities necessary for the execution and timely completion of the Services.

The Parties' respective rights and obligations set out in Sections 6, 7, 8, 10, 12, 13, 15, 16, 18 and 19 shall survive termination of the Master Processing Services Agreement. The failure of either Party to enforce at any time any of the terms, conditions and provisions of these General Processing Terms or to require at any time performance by the other Party of any of the other Party's obligations shall in no way be construed to be a present or future waiver of such provisions or in any way to affect the validity of these General Processing Terms or any part hereof, or the right thereafter to enforce each and every such term, condition and provision. The express waiver (whether one or more times) by either AM Dofasco or Processor of any term, condition or provision of these General Processing Terms shall not constitute a waiver of any future obligation to comply with such term, condition or provision.

Nothing in these General Processing Terms is intended to confer any rights or remedies upon any persons other than AM Dofasco and Processor and their respective successors and permitted assigns, nor shall any provision of these General Processing Terms give any third person any right of subrogation, claim or cause of action against any Party.

Any moneys due for Services furnished hereunder may at AM Dofasco's option be applied by AM Dofasco to the payment of any sums owed by Processor to AM Dofasco. AM Dofasco will provide Processor reasonable information supporting such an offset.

## Schedule A

### DEFINITIONS

Capitalized terms shall have the following definitions throughout these General Processing Terms:

“**AM Dofasco**” means ArcelorMittal Dofasco G.P.;

“**AM Dofasco’s Indemnitees**” shall mean AM Dofasco, its affiliates and subsidiaries, and each of their respective directors, officers, employees, agents and insurers;

“**AM Dofasco’s Premises**” shall mean all properties owned, leased, occupied and/or maintained by AM Dofasco;

“**AM Dofasco Property**” shall mean all steel, steel products or substrate shipped to Processor, or otherwise in Processor’s possession, custody or control for the purpose of providing Services, and all products and proceeds resulting therefrom;

“**Applicable Law(s)**” means, at any time, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies (i) currently applicable to Processor’s performance of the Services and to all goods and services to be provided to AM Dofasco under these General Processing Terms, or (ii) scheduled to become applicable with the passage of time;

“**Force Majeure Event**” shall have the meaning set out in section 5;

“**Order**” shall have the meaning set out in section 2;

“**General Processing Terms**” shall mean these general terms and conditions for processing services, which shall include Schedule “A” attached hereto, together with the Standards and Procedures Manual and Scrap Return and Scrap Credit Program;

“**Parties**” shall mean AM Dofasco and Processor;

“**Processor**” shall mean the party or parties identified as the processor in these General Processing Terms providing Services and, solely for purposes of specifying the Processor’s obligations under these General Processing Terms, shall include the Processor’s employees, agents, Subcontractors and Suppliers at any tier;

“**Products**” shall have the meaning set out in section 12;

“**Sales Taxes**” shall have the meaning set out in section 15;

“**Scrap Return and Scrap Credit Program**” shall mean the program governing the handling and valuation of scrap generated as a result of Processor’s performance of the Services, available at <https://ec.dofasco.ca/ECommerce/Includes/ScrapReturnAndCredit.pdf>, as amended from time to time;

“**Services**” shall mean services provided by the Processor to AM Dofasco as specified in the Order or Orders applicable to these General Processing Terms in connection with the processing of AM Dofasco Property, including but not limited to blanking, cleaning, embossing, packaging, painting/laminating, pickling, rewind, shearing, slitting, tension leveling and coil repair, and shall include storage services which are strictly ancillary to the provision of such Services;

“**Specific Processing Services Contract**” shall mean shall mean the contract created between Processor and AM Dofasco upon acceptance of an Order as governed by the terms set out in these General Processing Terms;

“**Standards and Procedures Manual**” shall mean the Standards and Procedures Manual – Outside Processing applicable to Processor’s performance of the Services, available at <https://ec.dofasco.ca>, as amended from time to time;

“**Subcontractor**” shall mean any person or company contracting directly with or indirectly through Processor at any tier to furnish Processor with any services under or related to these General Processing Terms;

“**Supplier**” shall mean any person or company contracting directly with or indirectly through Processor to supply goods under these General Processing Terms.