

(September 2021)

**GENERAL TERMS AND CONDITIONS
OUTSIDE PROCESSING AND STORAGE CONTRACTS
FOR
ARCELORMITTAL U.S. COMPANIES**

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SECTION 1. DEFINITIONS

- (a) Unless otherwise defined in a document taking precedence over these General Terms for Outside Processing, capitalized terms shall have the following definitions throughout this Outside Processing Contract:
- (i) "Applicable Laws" shall mean all local, state and federal ordinances, codes, rules, regulations, specifications and laws, including without limitation any of the forgoing that deal with the environment, anti-corruption, health, safety, building codes, emergency planning and community right to know that are currently or become applicable to Processor's performance of the Services and to all goods and services to be provided to ArcelorMittal under this Outside Processing Contract.
 - (ii) "Change Orders" shall have the meaning set forth in Section 5 of these General Terms for Outside Processing.
 - (iii) "Completion Date" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
 - (iv) "Contract Price" shall have the meaning specified Appendix A.
 - (v) The "Contract Schedule" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
 - (vi) "Current or Former ArcelorMittal Employee or Relative" shall mean any person who is currently or was a salaried, non-represented employee of ArcelorMittal or of any Affiliate of ArcelorMittal (a "Current or Former Employee"), the current spouse of a Current or Former Employee, and any person who is a parent, child or sibling of a Current or Former Employee.
 - (vii) The "Execution Sheet for the Outside Processing Services and Storage Master Agreement" shall mean the document most recently executed by ArcelorMittal and Processor entitled "Outside Processing and Storage Master Agreement".
 - (viii) "AM" means the entity identified as ArcelorMittal on the Execution Sheet for the Outside Processing Services Master Agreement.
 - (ix) "AM's Authorized Representative" shall mean any person whom ArcelorMittal designates to Processor in writing as the ArcelorMittal's Authorized Representative.
 - (x) "AM Companies" shall mean ArcelorMittal and any person or entity directly or indirectly controlling, controlled by, or under common control of ArcelorMittal.
 - (xi) "AM's Indemnitees" shall mean ArcelorMittal, all ArcelorMittal Companies and each of their respective directors, officers, employees, agents and insurers.
 - (xii) "AM Property" shall mean all steel or substrate shipped to Processor, or otherwise in Processor's possession, custody or control for processing or storage, all materials and products, including scrap (other than scrap within the scrap

allowance, if any, set forth in Appendix A to the Outside Processing Services Master Agreement) in connection therewith, and all proceeds resulting therefrom.

- (xiii) The "Other Contractual Documents," collectively, shall mean any other terms, conditions and provisions in any other documents (i) attached to the Outside Processing Services Master Agreement, including without limitation, the General Statement of Work attached thereto as Appendix A; (ii) hereafter issued by ArcelorMittal as contemplated by the Outside Processing Services Master Agreement, including without limitation documents commonly referred to as "Purchase Orders," "Mill Orders," "O/P Order Prints" and the like (collectively, "Orders"); or (iii) referenced in any of the foregoing documents for purposes of incorporation into Outside Processing Contracts under the Outside Processing Services Master Agreement (any such documents, collectively, "Referenced Documents").
- (xiv) "Outside Processing Services Master Agreement" shall mean the Outside Processing and Storage Master Agreement executed by Processor and ArcelorMittal on the Execution Sheet for the Outside Processing Services and Storage Master Agreement in order to establish the terms, conditions and provisions for entering into one or more Outside Processing Contracts.
- (xv) "Party" shall mean ArcelorMittal or Processor, who collectively shall be known as the "Parties."
- (xvi) "Processor" shall mean the party or parties identified as Processor on the Execution Sheet for the Outside Processing Services Master Agreement, and, solely for purposes of specifying the Processor's obligations under this Outside Processing Contract, shall include the Processor's employees, agents, Subcontractors (as hereinafter defined) and Suppliers (as hereinafter defined) at any tier.
- (xvii) The "Services" shall have the meaning specified in the Order applicable to this Outside Processing Contract.
- (xix) "Subcontractor" shall mean any person or company contracting directly with or indirectly through Processor at any tier to furnish Processor with any services under this Outside Processing Contract.
- (xix) "Supplier" shall mean any person or company contracting directly with or indirectly through Processor to supply goods under this Outside Processing Contract.

SECTION 2. GENERAL PROVISIONS

- (a) These General Terms for Outside Processing apply to Outside Processing Contracts entered into by any ArcelorMittal Company, including without limitation any direct or indirect subsidiary.
- (b) This Outside Processing Contract represents the entire agreement of the parties with respect to the subject matter hereof; and no agreement or understanding in any way modifying this Outside Processing Contract (including change orders) shall be binding

upon ArcelorMittal or Processor unless made in a writing that both (i) states that it amends this Outside Processing Contract, and (ii) is signed by an authorized representative of each of ArcelorMittal and Processor. All other agreements or alleged agreements and any proposals made prior to this Outside Processing Contract are hereby superseded. Any reference whatsoever to, or any incorporation in any way whatsoever of, any bid, proposal, offer or quote of Processor in any part of the Other Contract Documents shall mean and include no more than the price, schedule, quantity and/or quality terms of Processor's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Processor's other terms and conditions of sale or performance. Any reference to ArcelorMittal's or Processor's general terms and conditions of purchase, sale or performance in any Purchase Order or any communication or document issued or delivered by Processor (including, not limited to acknowledgements or invoices) shall not be operative, binding or effective.

- (c) Any captions used in this Outside Processing Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any term, condition or provision of this Outside Processing Contract.
- (d) Nothing herein requires ArcelorMittal to order any Services from Processor or confers upon Processor any exclusive right to provide such Services to ArcelorMittal.
- (e) It is the intent of the parties that whenever possible, each term, condition and provision of this Outside Processing Contract shall be interpreted in such manner as to be effective and valid under applicable law, and that if any term, condition or provision of this Outside Processing Contract 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 the Outside Processing Contract.
- (f) All documentary parts of this Outside Processing Contract are complementary; what is called for by one part is as binding as if called for by all. If Processor finds a conflict, error or discrepancy in any parts of this Outside Processing Contract, Processor shall notify ArcelorMittal before proceeding with the Services affected thereby.
- (g) Except as otherwise expressly specified in this Outside Processing Contract, Processor shall provide and pay for all goods, services, utilities and facilities necessary for the execution and timely completion of the Services.
- (h) The failure of either Party to enforce at any time any of the terms, conditions and provisions of this Outside Processing Contract 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 this Outside Processing Contract 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 ArcelorMittal or Processor of any term, condition or provision of this Outside Processing Contract shall not constitute a waiver of any future obligation to comply with such term, condition or provision.
- (i) This Outside Processing Contract was arrived at through good faith, arms-length negotiations, and any ambiguity shall not be construed against either Party.

- (j) Nothing in this Outside Processing Contract is intended to confer any rights or remedies upon any persons other than ArcelorMittal and Processor and their respective successors and permitted assigns, nor is anything in this Outside Processing Contract intended to relieve or discharge the obligation or liability of any persons other than ArcelorMittal and Processor, nor shall any provision of this Outside Processing Contract give any third person any right of subrogation, claim or cause of action against any party.
- (k) Any moneys due for Services furnished hereunder may at ArcelorMittal's option be applied by ArcelorMittal to the payment of any sums owed by Processor to ArcelorMittal. ArcelorMittal will provide Processor reasonable information supporting such an offset.

SECTION 3. COMPLIANCE WITH LAWS, RULES AND POLICIES

- (a) The Processor and all Services provided shall comply with the requirements of all Applicable Laws. Unless otherwise expressly provided elsewhere in this Outside Processing Contract, Processor shall secure and maintain all applicable permits and certifications required to perform the Services, and Processor shall comply with all reporting requirements required by any Applicable Laws. Upon request by ArcelorMittal, Processor shall provide ArcelorMittal with copies of all documents submitted to any governmental entity in connection with the Services or in compliance with any Applicable Laws.
- (b) Any clause required under any Applicable Law to be included in this Outside Processing Contract shall be deemed to be incorporated by reference into this Outside Processing Contract.
- (c) Processor shall not offer or give, or agree to give, to any employee, agent, servant or representative of ArcelorMittal any gift, commission or other consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or having refrained from doing, any act in relation to the obtaining or execution of this Outside Processing Contract, or for showing or refraining from showing favor or disfavor to any person in relation to this Outside Processing Contract. Processor warrants that it has not paid commission, nor has agreed to pay commission to any employee or representative of ArcelorMittal in connection with this Outside Processing Contract.
- (d) Processor shall notify ArcelorMittal immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur with respect to the receipt of monies from ArcelorMittal.
- (e) Processor represents that it has read and understands ArcelorMittal's "Code of Business Conduct," which is accessible at <https://corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies> and that it has not taken any action inconsistent with or contrary to ArcelorMittal's Code of Business Conduct in obtaining this Outside Processing Contract. Processor covenants that it shall not take any action inconsistent with or contrary to ArcelorMittal's Code of Business Conduct in the performance of this Outside Processing Contract. Processor may be in material breach of this Outside Processing Contract for any violation of the foregoing representations or covenant. In the event that Processor learns of any violation or alleged violation of ArcelorMittal's Code of Business Conduct, Processor shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305 or online at <http://arcelormittal.ethicspoint.com>.

- (f) Without in any way limiting the requirements of this Section, the following shall apply to this Outside Processing Contract:
- (i) Unless Processor is exempt, Processor must comply with the Equal Opportunity Clauses set forth in 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a); the provisions of 41 CFR §61-250.10 and 41 CFR §61-300.10 (both of which relate to veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). Processor may be required by applicable law to develop affirmative action programs and comply with other provisions of the regulations at 41 CFR Part 60 as well.
 - (ii) Seller's invoices for goods shall state thereon, "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 5, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
 - (iii) The OSHA Hazard Communication Standard (29 CFR Section 1910.1200) requires that each hazardous chemical in the workplace be properly labeled and accompanied by an appropriate Material Safety Data Sheet ("MSDS"), so, in accordance with the law, Buyer will not pay any invoice for a hazardous chemical unless it is properly labeled upon receipt and Buyer has received an appropriate MSDS.
- (g) Processor agrees to comply fully with all applicable anti-corruption laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with ArcelorMittal's Anti-Corruption Guidelines which is accessible at <https://corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies>.
- (h) Processor represents that it has read and understands ArcelorMittal's "Human Rights Policy" which is accessible at <https://corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies> and covenants that it shall not take any action inconsistent with or contrary to ArcelorMittal's Human Rights Policy in the performance of this Outside Processing Contract. Violation of the foregoing representations or covenant is a material breach of this Outside Processing Contract.
- (i) Within the framework of sustainable development, ArcelorMittal is strongly committed in terms of safety, health, social dialogue and environment. Moreover the principles stated in the United Nations Global Compact Treaty being of paramount importance for ArcelorMittal, Processor is invited to take all necessary steps in order to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>).
- (j) Safety of ArcelorMittal's personnel and those of its suppliers, contractors, and visitors to ArcelorMittal's Premises is a priority for ArcelorMittal. No other priority may override safety. Processor fully endorses these policies and adopts them as its own, in so far as they relate to the performance of its obligations under this Outside Processing Contract. 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 this Outside Processing Contract.

- (k) Processor shall use only duly inspected and certificated equipment and duly licensed operators where required and shall furnish its personnel with all required protective equipment and enforce the use of such equipment.
- (l) Processor shall: (i) notify ArcelorMittal 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 this Outside Processing Contract; 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 this Outside Processing Contract.
- (m) Where Processor or Processor's employees, servants, Subcontractors, suppliers or agents, engages in conduct prohibited by this section in relation to any Outside Processing Contract, ArcelorMittal shall be entitled to: (i) terminate this Outside Processing Contract and/or the Outside Processing Services and Storage Master Agreement pursuant to Section 13 and recover damages from Processor resulting from such termination; (ii) recover any damages sustained by ArcelorMittal in consequence of any breach of these this Section whether or not this Outside Processing Contract has been terminated; (iii) suspend or withhold payment due to Processor. ArcelorMittal will not be liable for any claims, losses, or damages arising from or related to failure by Processor to comply with this Section or related to the termination of the agreement under this clause and Processor will indemnify and hold ArcelorMittal harmless against any such claims, losses, or damages.

SECTION 4. NOTICES

All notices, demands and other communications required or permitted to be given under this Outside Processing Contract or the Outside Services and Storage Master Agreement shall be in writing and shall be deemed to be made or given when personally delivered or four (4) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party. Notwithstanding anything to the contrary, no notice from the Processor shall be deemed to have been given to ArcelorMittal unless an e-mail copy thereof is also sent to the email addresses for ArcelorMittal below.

A. If to ArcelorMittal:

To the attention of the Primary Contact identified in the Execution Sheet via registered mail, with additional notice delivered to the Primary Contact's email address.

With a copy to:
1330 Burlington Street East
Hamilton, Ontario, Canada
L8N 3J5
Attention: General Counsel

B. If to Processor:

To the attention of the representative identified in the Execution Sheet via registered mail, with additional notice delivered to the representative's email address.

SECTION 5. CHANGED SERVICES; CHANGE ORDERS

- (a) "Changed Services" shall mean the provision of goods or services in addition to, less than and/or different from the goods or services included within the Services. At any time prior to the completion of the Services, ArcelorMittal may require Processor to perform Changed Services.
- (b) Prior to Processor's commencement of any Changed Services, ArcelorMittal and Processor shall reach agreement on any adjustments in the Contract Price and/or any other adjustments including but not limited to the time for completion of the Services reasonably resulting from the Changed Services. Upon such agreement, ArcelorMittal shall issue necessary and customary documentation (a "Change Order") describing the Changed Services and any such adjustments, the payment for which shall be separately documented by Processor. In the event ArcelorMittal and Processor do not reach such agreement, Processor shall nevertheless perform the Changed Services in accordance with a Change Order issued by ArcelorMittal's Authorized Representative (as long as the Changed Services is within the capability of Processor, is ethical, legal and does not present a clear safety concern) indicating that a disagreement exists on adjustments, and the disagreement shall be resolved in accordance with the disputes resolution procedure applicable set forth in Section 26 below. Upon issuance of a Change Order, Services for all purposes under this Outside Processing Contract shall thereafter mean the Services as modified by the Change Order.
- (c) In the event that ArcelorMittal and Processor agree that it is necessary to perform any Changed Services on a time and material basis, Processor shall supply ArcelorMittal with a time and material rate schedule that excludes any charges, rates or costs for all items already included in the charges, rates or costs for unchanged Services, which rate schedule shall be subject to approval by the ArcelorMittal's Authorized Representative prior to commencement of the Changed Services

SECTION 6. DELIVERY PERFORMANCE

The time for delivery of goods or the performance of services as specified on the Order for this Outside Processing Contract is of the essence. If Processor fails to deliver goods or perform the Services at the time specified on the Order and such delay or failure is a result of Processors actions or omissions, then in addition to whatever remedies provided by this Outside Processing Contract or the law, ArcelorMittal may cancel the Order and procure elsewhere and charge Processor with any cost of cover.

SECTION 7. FORCE MAJEURE

- (a) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure," namely, acts of God or the public enemy,

including an embargo, war, fire, flood, earthquake, terroristic attack, epidemic, pandemic or other calamity, or other cause beyond the reasonable control of the affected party; provided, however, that it is understood between the parties that normal weather conditions, commercial impracticability, or inability to procure labor or materials for any reason other than Force Majeure shall not constitute an excuse for failure to perform the Services within the time for performance required by this Outside Processing Contract. Further, events of any type affecting Processor's Subcontractors or Suppliers shall not be considered as events of Force Majeure excusing nonperformance of this Outside Processing Contract.

- (b) Any party wishing to claim Force Majeure as an excuse for non-performance or failure of timely performance must promptly notify the other party in writing of (i) the nature of the Force Majeure being claimed, (ii) its best estimate of the number of days of delay expected to result therefrom, (iii) the steps it proposes to take to reduce to the minimum the number of days of delay, and (iv) the date on which the Force Majeure claimed as an excuse for non-performance terminates.
- (c) The sole remedy for any permitted delays resulting from Force Majeure shall be an extension of the period of time for performance of those obligations affected by the Force Majeure occurrence for the minimum time period necessary to overcome the effect of such Force Majeure, provided, however, that if a claimed Force Majeure event exceeds or is expected to exceed more than 30 total days the parties agree to meet to decide the next course of action, which may include termination.

SECTION 8. MINORITY OWNED SUBCONTRACTORS

It is ArcelorMittal's policy to seek out and utilize the services of minority owned businesses in a manner consistent with their growing capabilities. In keeping with this policy, Processor shall employ reasonable efforts to utilize minority owned businesses as Subcontractors.

SECTION 9. NO SERVICES TO BE FURNISHED BY AM

Except as otherwise expressly set forth in this Outside Processing Contract, ArcelorMittal shall have no obligations in respect to the performance of the Services.

SECTION 10. PROCESSOR'S WARRANTIES

- (a) In addition to any other warranties by Processor, express or implied by law, Processor hereby represents and warrants to ArcelorMittal that all Services and material produced by Processor pursuant to any Order shall strictly conform with all specifications and any other requirements regarding quality contained in this Outside Processing Contract.
- (b) 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 ArcelorMittal's end-customer's use of the materials produced by the Services shall be deemed to be defective and shall at ArcelorMittal's request and at ArcelorMittal's convenience, but at Processor's sole expense, be repaired, replaced or re-performed as may be reasonably elected by ArcelorMittal.

- (c) With respect to any warranty claim made by ArcelorMittal, Processor shall promptly inform ArcelorMittal as to when Processor will make the repair, replacement or re-performance elected under Section 10(b) above. If, in the reasonable judgment of ArcelorMittal, the response time proposed by Processor is not adequate to avoid or minimize ArcelorMittal's loss or damage or, if Processor cannot be contacted, ArcelorMittal may make such repair, replacement or re-performance at Processor's expense, which expense will in no event be unreasonable.
- (d) The foregoing warranties and all remedies for breach thereof are non-exclusive, cumulative and in addition to any other rights and remedies available to ArcelorMittal.

SECTION 11. INSPECTION

- (a) All portions of the Services shall be subject at all times to inspection by ArcelorMittal at any and all places where the Services may be performed; provided, however, that ArcelorMittal shall provide reasonable advance notice of such inspection, such inspection shall occur only during ordinary business hours and shall not unreasonably interfere with Processor's performance of the Services. Processor shall provide ArcelorMittal with all necessary and reasonable information concerning the Services. Neither ArcelorMittal's right of inspection, whether or not exercised, nor any such inspection, shall relieve Processor of its responsibilities for the proper performance of the Services.
- (b) AM's good faith decision that any services, goods or materials do not in all respects comply with this Outside Processing Contract shall be final and conclusive, subject to any disputes resolution procedure applicable to this Outside Processing Contract. No failure on the part of ArcelorMittal to inspect or reject any goods or services at any time shall be deemed an acceptance of any defective goods or services, nor shall it prevent subsequent inspection or rejection.
- (c) Neither payment to Processor nor any comments or suggestions or any interim, preliminary, informal or provisional approvals, whether written or oral, by any ArcelorMittal employees or agents shall in any respect be taken as an approval of or admission by ArcelorMittal of the quality of the Services or any part of the Services and shall in no way release Processor from its warranties and other obligations under this Outside Processing Contract.

SECTION 12. AUDIT RIGHTS

- (a) Processor shall keep, maintain and retain during the course of the Services and for not less than three (3) years after completion and acceptance by ArcelorMittal of the Services, complete and accurate books and records of: (1) Processor's compliance with its obligations under the Outside Processing Contract; (2), costs and expenses chargeable to ArcelorMittal (or reimbursable by AM); and (3) the records set forth in subsections (i) through (iii) below, except that the books and records in Subsections (i) through (iii) need not be retained if related to Services performed for a lump sum price determined prior to commencement of the Services, except to the extent necessary to establish that the Services was performed, and when it was performed. ArcelorMittal may audit such records as are required to be kept, maintained and retained hereunder. This right may be exercised at Processor's facilities by designated representatives of ArcelorMittal upon

reasonable advance notice at any time during normal business hours from time to time up to three (3) years after completion and acceptance by ArcelorMittal of the Services.

- (i) Purchase orders, paid invoices, EDI documentation confirming performance of the Services, remittance advice and canceled checks for materials purchased and for any Subcontractors' or other third parties' charges.
 - (ii) Any invoices for purchases, receiving and issuing documents, and all other unit-inventory records for Processor's stores stock or capital items.
 - (iii) Amounts paid by Processor for labor.
- (b) AM shall bear the expense of any audit unless otherwise agreed by the Parties or unless the audit discloses errors in ArcelorMittal's favor. Any overcharges disclosed by an audit will be subject to reimbursement to ArcelorMittal plus interest accruing at the rate of 1% per month from the date the overcharge occurred.
- (c) This Section 12 shall apply to Subcontractors.

SECTION 13. ARCELORMITTAL'S RIGHT TO TERMINATE

- (a) AM may terminate, in whole or in part, this Outside Processing Contract for ArcelorMittal'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 ArcelorMittal may direct for the protection and preservation of the ArcelorMittal Property and the Services performed up to the date of termination. Processor agrees to cooperate with ArcelorMittal to provide the information, personnel and resources necessary to effect an orderly termination, which may include a transfer of responsibilities for performing the Services. ArcelorMittal 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.
- (b) If Processor is in material breach of this Outside Processing Contract (including without limitation Processor shall fail or refuse to diligently perform the Services or its other obligations hereunder or shall fail to make prompt payment to its Subcontractor or for materials or labor, or shall disregard Applicable Laws or safety considerations or the instructions of AM), then ArcelorMittal, without prejudice to any other right or remedy it may have, may terminate this Outside Processing Contract upon written notice to Processor, and/or the Outside Processing Services and Storage Master Agreement and may finish the Services by any method ArcelorMittal deems expedient. In the event of such termination, Processor shall:
- (i) stop performing all Services on the effective date of the notice of termination;
 - (ii) place no further order or subcontract for materials, services or facilities;
 - (iii) at ArcelorMittal's election, terminate or assign to ArcelorMittal all orders and subcontracts;

- (iv) deliver to ArcelorMittal such completed or partially completed information that, if the Outside Processing Contract had been completed, would have been required to be furnished (or returned) to AM;
 - (v) deliver to ArcelorMittal a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Services.
- (c) Processor will obligate its Suppliers and Subcontractors to the same conditions with respect to termination as those applicable to Processor as set forth above.

SECTION 14. PROCESSOR'S RIGHT TO TERMINATE

Processor shall have the right to terminate this Outside Processing Contract if, at any time after thirty (30) days written notice, ArcelorMittal fails to comply with a material provision of this Outside Processing Contract. Any such termination shall be deemed to be a termination for ArcelorMittal's convenience pursuant to Section 13(a) above.

SECTION 15. NO LIENS; TITLE

- (a) Title to all ArcelorMittal Property shall at all times be and remain the property of ArcelorMittal alone, and Processor shall have no ownership or other interest therein. Processor shall perform all Services to ArcelorMittal so as to maintain in ArcelorMittal full, exclusive and unencumbered title to and ownership to all ArcelorMittal 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 ArcelorMittal. Processor hereby releases and waives on behalf of itself and its employees and its Suppliers and Subcontractors and their respective employees, the right to file, establish or assert any lien upon any property of any of the ArcelorMittal Companies in connection with any goods, services or labor supplied or performed in connection with this Outside Processing Contract. Processor shall take all actions and provide for execution of any documents as are necessary in ArcelorMittal's opinion to effect this release and waiver. At ArcelorMittal's request, prior to engaging any Subcontractor or Supplier in connection with this Outside Processing Contract, Processor shall obtain an executed final release and waiver of right to lien from such Supplier or Subcontractor in a form acceptable to ArcelorMittal (when such Subcontractors may be entitled to liens). As a condition precedent to each payment otherwise due under this Outside Processing Contract, Processor shall first deliver to ArcelorMittal a fully executed final release and waiver of right to lien (when such Subcontractors may be entitled to liens) in a form acceptable to ArcelorMittal from each Supplier and Subcontractor who has supplied or performed any goods or services for which payment is sought.
- (b) Processor shall take all actions available at, or required by, law to preclude Suppliers and Subcontractors at any tier and any of their employees from asserting or attempting to assert any lien against ArcelorMittal in connection with the Services.
- (c) Processor shall immediately satisfy and discharge and shall indemnify, defend and hold harmless ArcelorMittal 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 any ArcelorMittal Companies, 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 ArcelorMittal for all costs or expenses incurred by ArcelorMittal in order to discharge or contest such lien or claim therefor, including without limitation reasonable attorney's fees, expert fees and court costs. No payment by ArcelorMittal or acceptance of any goods or services supplied or performed or improvements constructed pursuant to this Outside Processing Contract shall constitute a waiver of Processor's obligation to indemnify, defend and hold harmless.

- (d) In the event that any Supplier or Subcontractor or any of their employees notifies ArcelorMittal that Processor has failed to make timely payment to such Supplier, Subcontractor or employee in connection with any Services, then upon three (3) days' notice to Processor, ArcelorMittal may, but shall be under no obligation to, pay such Supplier, Subcontractor or employee on Processor's behalf from any amount that remains payable to Processor under this Outside Processing Contract. ArcelorMittal's obligation to pay Processor shall be reduced to the extent of any such payments ArcelorMittal makes to any Supplier, Subcontractor or employee on Processor's behalf. Notwithstanding this Section or any other term, condition or provision of this Outside Processing Contract, nothing in this Outside Processing Contract shall create, establish or imply the existence or right of any third-party beneficiary hereunder.
- (e) If ArcelorMittal supplies items to be included in the Services, ArcelorMittal may require that the goods in process be marked or otherwise identified. Should ArcelorMittal elect to take over the Services as permitted under this Outside Processing Contract, Processor shall execute such documents and take such action as is in ArcelorMittal's opinion necessary to give ArcelorMittal the exclusive right to take possession and title of all supplied items at such time, as well as a security interest therein.
- (f) The relationship of ArcelorMittal to Processor hereunder with respect to all ArcelorMittal Property is one of bailment. An informational or other filing may be made at ArcelorMittal's option under the Uniform Commercial Code. Processor hereby irrevocably authorizes ArcelorMittal, or any other ArcelorMittal Company, to prepare and file Uniform Commercial Code financing statements continuation statements, amendments and other similar instruments confirming ArcelorMittal's continued ownership of the ArcelorMittal Property and reflecting such bailment relationship as ArcelorMittal reasonably deems necessary or appropriate to protect or perfect its interests in the ArcelorMittal Property and Processor appoints ArcelorMittal as the Processor's attorney in fact, with a power of attorney to execute on Processor's behalf such instruments as ArcelorMittal may from time to time deem necessary or desirable to protect or perfect such interests in the ArcelorMittal Property. Processor also agrees to execute and deliver such instruments, including financing statements and related amendments or continuation statements, as are reasonably necessary in order to fully protect the rights, title and interest of ArcelorMittal in and to all such ArcelorMittal Property. The collateral description in any such financing statement or other instruments will be substantially similar to: "Whether now existing or hereafter arising, all steel or substrate in the past or in the future shipped to Debtor ("Bailee") by ArcelorMittal (the "Goods"), or any Goods otherwise in Bailee's possession, custody or control for processing or storage, all materials and products, including scrap in connection therewith, and all proceeds resulting therefrom. Title to the Goods shall at all times be retained by ArcelorMittal. ArcelorMittal's interest in the Goods extends to all products and proceeds, in any form." Processor confirms and agrees that ArcelorMittal may, at its option, notify the holder of any lien or security interest in

Processor's personal property of ArcelorMittal's continued ownership of the ArcelorMittal Property. In furtherance of the foregoing, Processor shall provide to ArcelorMittal, upon request, all information that ArcelorMittal may need complete and file a UCC Form 1 (Financing Statement) and information regarding other creditors of Processor with a security interest in Processor's inventory (or any persons who may have filed a UCC-1 covering Processor's inventory).

- (g) AM shall be entitled to claim and collect any and all drawback of customs duties, fees or Internal Revenue Service taxes imposed on imported merchandise by reason of its importation that may be payable with respect to any materials subject to this Outside Processing Contract. For purposes of the drawback regulations only, Processor shall be the agent of ArcelorMittal as regards the performance of the Services. Processor shall comply with all applicable requirements of the drawback provisions of the United States Customs Regulations, including keeping and retaining required records and permitting verification of its records by Customs officials. Processor shall prepare, execute and deliver to ArcelorMittal all letters, certificates, entries, notices, abstracts, schedules, extracts and other documents that ArcelorMittal may request for the purposes of claiming or receiving any drawback payment.
- (h) Upon 24-hours written notice, ArcelorMittal may at any time during normal business hours enter Processor's premises and remove any or all ArcelorMittal Property that has not yet been processed. In connection with the foregoing, ArcelorMittal shall not interfere unreasonably with Processor's operations. ArcelorMittal agrees not to remove processed material without the consent of Processor.
- (i) Processor shall handle, store and maintain all ArcelorMittal Property in a safe, dry and secured area, protected as appropriate against weather, condensation, water damage and theft. Processor shall insure that all ArcelorMittal Property is properly tagged, marked or otherwise identified as ArcelorMittal Property at all times, and shall maintain and not remove the coil tags from any coils received from ArcelorMittal. Processor's inventory control system shall be operated and maintained in such a manner as to identify any and all ArcelorMittal Property and permit ArcelorMittal to determine the physical location of all such property. ArcelorMittal shall have the right, upon reasonable notice to Processor, to enter upon Processor's premises for the purposes of inspecting any ArcelorMittal Property and verifying Processor's compliance with this Section.
- (j) Processor agrees to furnish ArcelorMittal immediate written notice of the seizure, by process of law or otherwise, of any of ArcelorMittal's Property.

SECTION 16. "HOLD" ON ARCELORMITTAL PROPERTY

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

SECTION 17. FINANCIAL CONDITION

Processor warrants to ArcelorMittal that its financial condition is and will be sufficient to enable it to perform and complete satisfactorily all of its obligations under this Outside Processing Contract; and Processor shall at ArcelorMittal's request furnish financial statements evidencing

said sufficient financial condition, which ArcelorMittal shall treat as Confidential Information. Processor also warrants that any financial statements furnished to ArcelorMittal, if any are required to be submitted to ArcelorMittal, are prepared in accordance with general accounting principles applied on a consistent basis and such financial statements accurately describe Processor's financial condition.

SECTION 18. RISK OF LOSS; INDEMNIFICATION; CLAIM POLICY

- (a) Processor shall indemnify, defend and hold ArcelorMittal Indemnities harmless from and against all loss or liability (including reasonable attorney's fees and court costs) 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 of this Outside Processing Contract.
- (b) Processor shall be liable for and fully reimburse ArcelorMittal for any loss of or damage to any ArcelorMittal Property that occurs when it is in Processor's possession, control or custody, no matter how such loss or damage is caused, and shall indemnify, defend and hold ArcelorMittal harmless from and against any claims by third parties in connection with such loss or damage, including without limitation claims that ArcelorMittal has failed to perform its contract with or purchase order from a third party. In the event of loss or damage to any ArcelorMittal Property shipped or delivered to Processor, ArcelorMittal may, at its option, invoice/debit such material to Processor at ArcelorMittal's selling price (plus freight if applicable) in effect at that time and such invoice/debit(s) shall be payable within thirty (30) days of the invoice/debit date. Processor shall reimburse ArcelorMittal for any charges for Services previously paid on the items lost or damaged (i.e. processing, etc).
- (c) Processor shall inspect all ArcelorMittal Property when received (without prematurely opening any protective packaging) and document any observable damage to ArcelorMittal Property. In the event the ArcelorMittal 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 ArcelorMittal Property was in Processor's possession. Processor shall only be able to rebut that presumption by clear and convincing evidence to the contrary.
- (d) In the event Processor fails to correct or report to ArcelorMittal any defects in or affecting ArcelorMittal Property that are reasonably discoverable by Processor in the course of the Services, whether such defects are caused by Processor, ArcelorMittal or otherwise, then Processor shall reimburse ArcelorMittal for any claim by ArcelorMittal's end Customer to the extent the claim is attributable to Processor's failure to properly perform the Services or to inspect the ArcelorMittal Property (and notify ArcelorMittal of defects or damage); or if the material produced by the Services are rejected by the end Customer, Processor shall reimburse ArcelorMittal 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 ArcelorMittal Property.

- (e) In lieu of the ArcelorMittal's remedies in subparagraphs (b), (c) and (d) of this Section, at its option, ArcelorMittal reserves the right to sell rejected material on the open market.
- (f) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS OUTSIDE PROCESSING CONTRACT 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 LAW BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

SECTION 19. INSURANCE

- (a) Prior to the completion of the Services any Changed Services as applicable, and re-delivery to ArcelorMittal or delivery to a third party as directed by ArcelorMittal, the ArcelorMittal Property shall remain at the risk of Processor and Processor shall be responsible for all loss and damage to the ArcelorMittal 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.
- (b) 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 the Outside Processing Services Master Agreement or any Outside Processing Services Contract is in effect:
 - (i) \$1,000,000.00 per occurrence Commercial general liability insurance (including umbrella coverage), on a form at least as broad as Insurance Services Office ("ISO") commercial general liability "occurrence" form CG 00 01 0196 (available through a commercial insurance broker) or another "occurrence" form providing equivalent coverage and approved in writing by AM; and such commercial general liability insurance and any necessary riders thereto shall provide at least the following coverages:
 - (1) contractual liability coverage as applicable to any hold harmless agreements in this Outside Processing Contract; and
 - (2) completed operations coverage;
 - (ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Processor employees and the employees of each Subcontractor, if any, as required by Applicable Laws, including the laws of each State where the employment contracts of such employees were made. Such coverage need not be obtained if Processor has an accepted program of self-insurance under Applicable Law or participates in an applicable state administered Workers Compensation fund;

- (iii) \$500,000.00 per occurrence of Employers liability insurance;
 - (iv) \$1,000,000.00 combined single limit of Motor vehicle liability insurance issued on a form at least as broad as ISO Business Auto Coverage Form CA 00 01 07 97 or other form providing equivalent coverage, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto the real property of any ArcelorMittal Company; and
 - (v) All-risk property insurance (including flood and earthquake) covering full value of all ArcelorMittal Property in Processor's custody or control, including transit perils. ArcelorMittal, Processor and all Subcontractors shall be named insureds under the policy, which shall be primary to and noncontributory with any other insurance carried by ArcelorMittal.
- (c) All required policies of insurance shall contain a waiver of subrogation in favor of ArcelorMittal's Indemnitees. The required commercial general liability, employer's liability, and motor vehicle liability insurance policies shall cover ArcelorMittal as an additional insured with respect to claims arising out of the Services of the named insured or on the real property of any ArcelorMittal Company, and with respect to claims by employees of Processor or their personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by ArcelorMittal.
- (d) The required policies of insurance for commercial general liability, employers liability, motor vehicle liability, and builders risk shall not have deductibles or self-insured retentions which are greater than the lesser of (i) five percent (5%) of the coverage limit required for the policy, or (ii) the deductibles or self-insured retentions in Processor's general program of business insurance. All deductibles on insurance required to be obtained under this Outside Processing Contract shall be borne by Processor at its sole expense, without reimbursement by ArcelorMittal, and shall be treated as "insurance" for the purpose of the waiver in Section 19(g) below;
- (e) All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to ArcelorMittal who are qualified to do business in the jurisdiction(s) in which the Services is performed, and who are rated by ArcelorMittal Best as A- or better with a size rating of VII or better. As soon as practicable upon execution of this Agreement and before commencing any Services hereunder, Processor shall provide ArcelorMittal with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds required hereunder, and confirming the required waiver of subrogation. The certificates shall state that the policies described therein will not be cancelled, terminated, or materially amended, and renewals will not be refused or aggregate limits potentially exhausted until at least thirty (30) days after written notice has been given to ArcelorMittal. All certificates of insurance shall be sent to the attention of the Primary Contact identified in the Execution Sheet. Upon request by ArcelorMittal, Processor shall deposit, and shall cause each Subcontractor, if any, to deposit, with the ArcelorMittal true and complete copies of the original policies of insurance, including all riders and endorsements thereto, and bearing notations or accompanied by other evidence satisfactory to ArcelorMittal of the payment of premiums. Thereafter, Processor shall deposit with ArcelorMittal certificates of renewal not less than ten (10) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for Services

performed by Subcontractors and must incorporate any additional endorsements as ArcelorMittal may reasonably request.

- (f) Processor shall notify ArcelorMittal and the applicable insurance carriers of any occurrence or event giving rise to a claim as required under the terms of the policies.
- (g) Processor waives all rights and claims against ArcelorMittal'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 ArcelorMittal and Processor from its Subcontractors.
- (h) Failure of the Processor to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Processor to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Processor under the Contract. Failure to maintain all required insurance coverage may result in the cancellation of this Outside Processing Contract and may result in termination of all other Outside Processing Contracts entered into under the Outside Processing Services Master Agreement.

SECTION 20. ASSIGNMENT

This Outside Processing Contract 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 the Contract 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 ArcelorMittal hereunder unless it shall have procured the prior written consent of ArcelorMittal 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 this Outside Processing Contract. Notwithstanding anything herein to the contrary, and without in any way limiting any other of ArcelorMittal's rights, ArcelorMittal shall have the right upon written notice to Processor to assign this Outside Processing Contract and ArcelorMittal's rights or obligations under this Outside Processing Contract to (i) any person who acquires all or substantially all of ArcelorMittal's business assets to which this Outside Processing Contract pertains, and (ii) any of the ArcelorMittal Companies.

SECTION 21. TAXES

Processor shall collect and pay (i) all contributions, taxes and premiums payable under Applicable Laws and based upon the payroll of employees engaged in the performance of the Services, (ii) all sales, use, excise, income, transportation, privilege, occupational and other taxes that Processor is required by law to pay, and (iii) any personal taxes on property owned by Processor, and shall indemnify, defend and save ArcelorMittal's Indemnitees harmless from liability for any such contributions, taxes or premiums.

SECTION 22. PUBLICITY; CONFIDENTIALITY

- (a) Processor shall not make any public announcement, press release or advertisement in connection with this Outside Processing Contract or in any way use ArcelorMittal's name or logo without the prior written approval of ArcelorMittal's Authorized Representative.

- (b) Processor shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any real property of any of the ArcelorMittal's Indemnitees or of any ArcelorMittal Property without, and in each instance where granted, only to the extent of, the prior written permission of ArcelorMittal, which may be withheld in ArcelorMittal's sole discretion. Processor shall not disclose any ArcelorMittal information obtained by or provided to Processor in the performance of this Outside Processing Contract (such information being "Confidential Information") any person or entity other than those employees or agents of Processor with a need to know ArcelorMittal's Confidential information to perform under this Agreement, except with the written consent of ArcelorMittal's Authorized Representative, under circumstances of a Demand or as necessary to enforce the Agreement. ArcelorMittal shall not disclose any financial information of Processor provided pursuant to this Agreement, or any cost, business practice, business plans or pricing information of Processor obtained by or provided to ArcelorMittal in the performance of this Outside Processing Contract (such information also being "Confidential Information") any person or entity other than those employees or agents of ArcelorMittal with a need to know Processor's Confidential Information to perform under this Agreement, except with the consent of Processor, under circumstances of a Demand or as necessary to enforce this Agreement or defend itself from suit under this Agreement. If either party is required by judicial or administrative process to disclose any Confidential Information of the other party (a "Demand"), the party to whom the Demand is directed shall promptly notify the other party of such Demand, so that the other party may seek an appropriate protective order or consent to the disclosure. If a protective order or consent is not obtained by the date by which the Demand must be satisfied, the party subject to the Demand may disclose the Confidential Information, but only to the extent required to comply with the Demand. Neither party shall be required to keep confidential any data nor information which is or becomes publicly available without fault on the part of Processor; is independently developed outside the scope of this Agreement; or is rightfully obtained from third parties. The parties' obligations under this Section shall survive termination of this Agreement.
- (c) Upon ArcelorMittal's request, Processor shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Outside Processing Contract as ArcelorMittal may reasonably request.

SECTION 23. INDEPENDENT PROCESSOR

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 ArcelorMittal 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 ArcelorMittal. Neither processor nor any of its employees shall represent themselves to be an employee of ArcelorMittal. Processor shall have no authority and shall not represent that it has authority to execute documents on behalf of ArcelorMittal or otherwise to assume or incur any obligation of any kind whatsoever in the name of ArcelorMittal.

SECTION 24. DISPUTES RESOLUTION

- (a) Any dispute arising under this Outside Purchasing Contract shall be resolved by the decision of ArcelorMittal's Authorized Representative, subject to any remedies available to either party at law or in equity. Pending any such remedies or legal actions, the parties shall abide by the decision of ArcelorMittal's Authorized Representative so long as the decision of ArcelorMittal's Authorized Representative is ethical, legal and does not present a clear safety concern.
- (b) This Outside Processing Contract shall be governed by the Applicable Laws of the State(s) where ArcelorMittal is incorporated, without regard to said State's(s)' principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The exclusive venue for any legal actions brought by either Party under this Outside Processing Contract shall be the courts of applicable jurisdiction in the State(s) where the ArcelorMittal Property that is the subject of such legal actions is produced, unless otherwise directed by ArcelorMittal.

SECTION 25. QUALITY AND BILLING REQUIREMENTS

Processor will comply with all ArcelorMittal quality, billing and other requirements as they may be communicated and revised from time to time. The version of any of the above-referenced documents applicable to any Service shall be the version in effect on the date that the Order for the services was sent or issued by ArcelorMittal to Processor. The terms may vary depending upon the ArcelorMittal facility for which Processor is performing the Services.

SECTION 26. TRANSPORTATION REQUIREMENTS

Processor will comply with ArcelorMittal's transportation requirements. ArcelorMittal will provide its transportation requirements to Processor by ArcelorMittal, and may update such transportation requirements from time to time.