

**1. SHIPMENT and CUSTOMS**

- (a) Supplier will show clearly ArcelorMittal Dofasco ("Dofasco") purchase order number and release number on the outside of all goods shipped. A detailed packing list must accompany or be enclosed with all shipments, showing Dofasco order number and release number. If partial shipments are authorized by Dofasco, each packing slip and invoice shall be appropriately numbered (e.g. 2 of 3). Routing shall be as specified in this purchase order or, if not specified, by the most economical route.
- (b) In addition to the foregoing requirements, in the case of shipments of goods originating from outside of Canada, Supplier shall send one commercial invoice and four Canada Customs Invoices to Dofasco. All railway freight, express and parcel post shipments shall be mailed directly to Dofasco. Goods shipped by motor transport shall have Canada Customs Invoices attached to the bill of lading which accompanies shipment, with a copy of the Canada Customs Invoice also being mailed directly to Dofasco. Canada Customs Invoices shall be marked to the attention of Dofasco's Customs Department. Dofasco shall be the importer of record unless otherwise specified in writing. Any demurrage charges accruing on shipments held for customs invoices will be deducted from Dofasco's payment to Supplier.
- (c) Goods shall be shipped DAP Incoterms 2010, unless otherwise specifically agreed in writing by both parties.
- (d) Title to the goods ordered hereunder shall pass to Dofasco at such time as the risk of loss or damage to such goods is transferred to Dofasco.
- (e) No substitutions to the goods ordered under the purchase order can be made by Supplier without the prior approval of Dofasco.
- (f) If the Supplier will be importing wood packaging, the Supplier agrees to ensure it is in compliance with Canada's Food Inspection Agency policy D-98-08: "Entry Requirements for Wood Packaging Materials Produced in All Areas Other than the Continental United States" when importing goods to Dofasco in Canada.

**2. BILLING AND PAYMENT**

Unless Supplier and Dofasco have expressly agreed otherwise, Supplier shall mail to the attention of the Purchasing Department, promptly after shipment of goods or provision of services ordered hereunder, an invoice and in the case of goods ordered hereunder a bill of lading clearly showing Dofasco's order number and release number and any cash discount for prompt payment. No charge will be accepted for handling, storing or packaging. No drafts or C.O.D. shipments will be accepted. Invoices will be paid by cheque or EFT issued net 60 days (or such other number of days as is specified on the front of this order) after the later of (i) receipt of goods at Dofasco or completion of the services, as applicable, and (ii) receipt of the invoice by Dofasco, if applicable. Payment will not constitute acceptance by Dofasco of the quality or quantity of goods or services delivered by Supplier hereunder.

**3. PRICES**

Prices for the goods and/or services ordered hereunder will be as shown on this purchase order or, if not shown, at prices no higher than last quoted or charged by Supplier to Dofasco, and unless otherwise specified in writing shall be exclusive of sales taxes, Canadian customs duties and brokerage fees. Dofasco reserves the right to claim refunds on any refundable amounts of duty or taxes for Dofasco's account. Supplier will make available to Dofasco such of its records as are necessary to enable such recovery. The Supplier acknowledges that Dofasco is a part of the ArcelorMittal Group of companies. Supplier agrees that the pricing and payment terms in this agreement will, at Dofasco's option, be adjusted to match (as closely as practicable, and with such minor modifications to the details as may be appropriate in the circumstances) the prices paid by, and payment terms applicable to member companies of the ArcelorMittal Group for the same (or substantially similar) goods and/or services as those that are the subject of this purchase order. Such amended pricing and payment terms shall become effective on the date specified in written notice given by Dofasco to Supplier of Dofasco's option to implement such change.

**4. DELIVERY**

The Supplier is required to deliver the goods and/or services on time. The supplier shall not deliver any goods or services prior to delivery date specified in the purchase order, unless authorized to do so by Dofasco. The Supplier must inform Dofasco of any paid charges with respect to premium freight for the delivery of the supplied goods; provided, however, that the provision of such information does not obligate Dofasco to pay for such costs. If requested by Dofasco, a certificate of compliance ("C.O.A") must accompany delivery.

**5. CHANGES**

- (a) Dofasco may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the goods and/or services ordered hereunder, (2) the method of shipment and packing, and/or (3) the place of delivery.
- (b) If any such changes affect the time for performance, the cost of manufacturing such goods, or the cost of furnishing such services, Dofasco shall make an equitable adjustment in the purchase price or the delivery schedule, or both.
- (c) Supplier shall not make any changes in the nature of any services ordered hereunder or in the design or composition of any goods ordered hereunder without the prior written approval of Dofasco.
- (d) Supplier shall not make any deviations from the specifications, if any, on the drawings and/or specifications attached to the purchase order, unless Dofasco has provided its prior written consent.

**6. WARRANTY**

**(a) Goods**

Supplier warrants that it has good title, free and clear of all liens and encumbrances, to all goods ordered hereunder and that all goods ordered hereunder will be free from any defect in material or workmanship and will be in accordance with any applicable specifications stated herein. Supplier will, at Dofasco's option, repair or replace within a reasonable time at the delivery point specified, any goods ordered hereunder which are found to be defective or which fail to conform to said specifications or refund to Dofasco the invoice price (including any transportation charges) paid by Dofasco for such goods. Claims under this warranty with respect to any item of goods ordered hereunder must be made by Dofasco not later than twelve (12) months after such item is first used by Dofasco.

**(b) Services**

Supplier warrants that all services provided hereunder will be in accordance with any applicable specifications stated herein. Supplier will, at Dofasco's option, provide within a reasonable time replacement services for any services provided hereunder which are found to be defective or fail to conform to said specifications or refund to Dofasco the invoice price paid by Dofasco for such services.

**(c) Not Exclusive**

This warranty and Dofasco's rights and remedies hereunder are in addition to, and not to the exclusion of, any other representations, warranties, terms or conditions and rights and remedies to which Dofasco may be entitled in law, whether express, implied, statutory or otherwise, and shall survive the termination of this contract.

**7. PATENTS**

Except in the case of goods and/or services specified by Dofasco and not developed or manufactured by the Supplier, Supplier agrees to indemnify and hold harmless Dofasco from and against any and all liability, costs and expenses, including royalty payments and legal fees, suffered or incurred by Dofasco in respect of any infringement or alleged infringement or breach of any patent, trademark or other proprietary right by the goods and/or services ordered hereunder, or by the performance by Supplier of its obligations hereunder and Supplier agrees that it will, at its expense, assume the defence of any claim, suit or other proceeding in respect of any such infringement or breach, provided that Dofasco may, at its option, be represented by its own counsel in any such claim, suit or proceeding.

**8. TERMINATION AT OPTION OF DOFASCO**

- (a) Provision by Supplier of goods and/or services ordered hereunder may be terminated by Dofasco at its option, in whole or in part, at any time before delivery of all of the goods or provision of all of the services ordered hereunder, by delivery of a written notice of termination to Supplier. No termination charges will be payable by Dofasco except as provided by subparagraphs (b) and (c).
- (b) Where the goods ordered hereby are to be produced specifically for this purchase order and cannot reasonably be otherwise sold or used by Supplier, or where, specifically in order to provide services ordered hereby, Supplier has employed personnel or purchased goods which cannot reasonably be otherwise used or sold by Supplier, Supplier shall, after receipt of a notice of termination, unless otherwise directed by Dofasco, immediately terminate all work in respect of the goods and/or services whose provision has been terminated and shall, unless otherwise directed by Dofasco, (1) terminate all orders and subcontracts relating to such goods and/or services; (2) settle all claims arising out of such termination of orders and subcontracts; (3) transfer title and deliver to Dofasco (i) all completed goods which conform to the requirements of this purchase order and do not exceed, in quantity, the amount authorized for production by Dofasco, and (ii) all reasonable quantities (but not in excess of amounts authorized by Dofasco) of work in process and materials produced or acquired in respect of the performance of the work terminated which are of a type and quality suitable for producing goods which conform to the requirements of this purchase order and which cannot reasonably be otherwise sold or used by Supplier; (4) take all action necessary to protect property in Supplier's possession in which Dofasco has or may acquire an interest; (5) submit to Dofasco promptly, but not later than three months from the effective date of termination, (one month in the case of partial termination), its termination claim; provided, however, that in the event of a failure of Supplier to submit its termination claim within such period, Dofasco may determine on the basis of information available to it the amount, if any, due Supplier with respect to the termination, and such determination shall be final.
- (c) Only in the circumstances described in subparagraph (b), Dofasco shall pay to Supplier, as termination charges for termination under subparagraph (a), the following amounts without duplication: (1) the purchase order price for all goods and/or services which have been completed or provided in accordance with this purchase order and not previously paid for; (2) the actual costs incurred by Supplier in accordance with this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order, including the actual cost of work in process and materials delivered to Dofasco in accordance with subparagraph (b) and including the actual cost of discharging liabilities which are so allocable or apportionable; and (3) the reasonable costs incurred by Supplier in protecting property in its possession in which Dofasco has or may acquire an interest. Payments made under this paragraph (c), exclusive of payments under subdivision (3) hereof, shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
- (d) The provisions of paragraphs (b) and (c) shall not apply if this purchase order is cancelled by Dofasco for the default of the Supplier or pursuant to paragraph 18 (Force Majeure).
- (e) The provision of goods/services ordered hereunder may be terminated immediately by Dofasco in the event (i) the Supplier is in material breach of its obligations under the purchase order and/or these Terms and Conditions of Purchase, where such breach is not remedied by the Supplier within thirty (30) days of notice from Dofasco of such breach; or (ii) the Supplier becomes bankrupt or insolvent, or makes a proposal to creditors or a general assignment for the benefit of creditors or a receiver is appointed for all or substantially all of the Supplier's assets.

**9. PATTERNS AND EQUIPMENT**

Unless otherwise provided in this purchase order or in any related agreement between Dofasco and Supplier, all supplies, materials, facilities, tools, jigs, dies, fixtures, patterns and equipment furnished to Supplier by Dofasco to perform this purchase order or for which Supplier has been reimbursed by Dofasco, shall be and remain the property of Dofasco, and Supplier shall bear the risk of loss of and damage to such property, normal wear and tear excepted. Such property shall at all times be properly housed and maintained by Supplier; shall be deemed to be personalty; shall be marked "Property of Dofasco" by Supplier; shall not be commingled with the property of Supplier or with that of a third person; shall not be moved from Supplier's premises without Dofasco's prior written approval; and shall, upon request of Dofasco, be immediately delivered to Dofasco by Supplier, FCA Incoterms 2010 the location of such property, properly packed and marked in accordance with the requirements of the carrier selected by Dofasco to transport such property, or shall, upon request of Dofasco, be immediately delivered to Dofasco by Supplier at any location designated by Dofasco, in which event Dofasco shall pay to Supplier the cost of delivering such property to such location. Dofasco shall have the right to enter onto Supplier's premises at all reasonable times to inspect such property and Supplier's records with respect thereto and to remove such property.

**10. CSA APPROVAL**

In if the Supplier is providing electrical equipment to Dofasco, all such equipment must bear a CSA label, Electrical Safety Authority label, or some other marking acceptable to the Electrical Safety Authority in accordance with the Ontario Electrical Safety Code, Latest Edition, Rule 2-024. Listing of acceptable certification organizations shall be as detailed on the Electrical Safety Authorities Bulletin "Approval of Electrical Equipment" Bulletin 2-7-27 (or such subsequent bulletin as may be issued from time to time). It is the sole responsibility of the Supplier to arrange for any inspection required and ensure the required labels are in place before shipment to Dofasco.

**11. RADIO FREQUENCY CERTIFICATE**

Where radio frequency equipment is provided which requires a technical acceptance certificate under the *Radio Communications Act*, it must be included in "Industry Canada's Radio Equipment List". Equipment that is issued a certificate but is not properly labeled is not considered certified. It is the sole responsibility of the Supplier to arrange for any certification and to ensure that required labels are in place before shipment to Dofasco.

**12. HEALTH AND SAFETY**

If Supplier (or Supplier's subcontractors) are required to enter upon Dofasco's premises, the Supplier agrees to, and shall cause its subcontractors to, fully understand and comply the requirements outlined in the ArcelorMittal Dofasco Third Party Health, Safety & Environment Manual (the "Manual") and confirm that all their employees and/or carriers are in compliance with these requirements. If the Supplier does not have a copy of the Manual, it is the Supplier's responsibility to contact Dofasco Purchasing Contact or Buyer and request a copy and acknowledge receipt and compliance before entering Dofasco's premises. In addition, copies of the Manual can be accessed at [www.dofasco.ca](http://www.dofasco.ca) (Sustainable Development/Health and Safety).

**13. HAZARDOUS MATERIALS**

If supplier is providing hazardous materials, it must ensure that all hazardous materials received at Dofasco have the appropriate WHMIS labels. To ensure that hazardous materials are handled correctly, Supplier must send Dofasco the relevant Material Safety Data Sheets prior to delivery of the goods. The Supplier must ensure that Material Safety Data Sheets provided to Dofasco are current and updated at least every three (3) years. Updated Material Safety Data Sheets provided by the Supplier must indicate the Dofasco Stock Code and/or purchase order number and are sent to the Dofasco Health and Safety Department. Dofasco supports the use of goods and services that have minimal adverse impact on the environment. Products that do not contain chemicals as identified on various government programs are favoured. These programs include, but are not limited to, ARET and NPRI. All purchased materials used in part manufacture shall satisfy current government and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to all purchased materials.

**14. PRIVACY**

In the event that Supplier provides Dofasco with any personal information with respect to any individual, Supplier consents to the use of such information by Dofasco for the purposes of emergency, health and safety, and/or contract administration. Supplier represents and warrants to Dofasco that it has obtained, and agrees that it will obtain, all such consents as may be required under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* and the *Personal Health Information Protection Act* (Ontario), to permit Dofasco to so use such information. Supplier shall indemnify Dofasco with respect to any losses, costs, claims or damages incurred or suffered by Dofasco as a result of the inaccuracy of such representation or the breach of such warranty.

**15. CONFIDENTIALITY**

Dofasco drawings, specifications documents and the pricing of items supplied under the purchase order are confidential and Supplier agrees not to disclose such information to third parties without the prior express written consent of Dofasco.

**16. DISCHARGE OF LIENS**

The Supplier shall forthwith vacate and discharge or cause to be vacated and discharged all claims for which construction or other liens have been registered against Dofasco's lands (other than liens registered by the Supplier) as a consequence of the performance of any portion of services provided. The cost thereof shall be borne by the Supplier.

**17. INDEPENDENT CONTRACTORS**

With respect to services provided by the Supplier, it is understood and agreed that the relationship between the parties is for a contract for services between Dofasco and the Supplier. It is not intended to create any employment or other relationship between Dofasco and a third party. Furthermore, there is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between Dofasco and the Supplier under this agreement. Neither party has the authority neither to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in the purchase order or these Terms and Conditions of Purchase will be construed to provide any rights, remedies or benefits to any person or entity not a party to this agreement. The Supplier acknowledges and agrees that it is responsible for all legal obligations relating to the employment and the termination of employment of the Supplier's employees, including without limitation, payment of wages, vacation pay, overtime pay, notice of termination and/or severance pay. Supplier acknowledges and agrees that Dofasco has no responsibility or obligation to make deductions or to pay benefits, including health/dental benefits, life insurance, pension, workplace safety and insurance premiums, disability insurance, Canada Pension Plan premiums, Employment Insurance premiums, Employer Health Tax or any other payroll taxes with respect to the Suppliers employees. The Supplier agrees that it is responsible for the foregoing obligations and agrees to indemnify Dofasco for any costs incurred by Dofasco in connection with any claims relating to such matters.

**18. FORCE MAJEURE**

Each party shall perform its obligations as specified herein, provided that if circumstances or events in the nature of force majeure (i.e. beyond the reasonable control of a party) shall delay performance by such party of its obligations herein, the date of such party's performance may be extended for a period of time equal to the length of the delay so caused, subject to paragraph 8 above. Such extension shall be conditional upon such party giving prompt written notice to the other party of the occurrence causing the delay and its expected duration.

**19. INSPECTION and RIGHT TO AUDIT**

Dofasco reserves the right, at its option, to inspect any goods ordered hereunder prior to shipment. Dofasco reserves the right, at its option, to inspect the provision of any services in progress which are ordered hereunder wherever those services are being performed. No inspection, whether prior to or following delivery of goods or performance of services, shall constitute acceptance of such goods or services. Dofasco reserves the right to access the Supplier's manufacturing facility by Dofasco's staff, representatives, customers and customer's representatives to verify at the point of manufacture that the product conforms to the specification documented in the purchase order. Such access is to be provided at dates and times which are mutually agreed to between Dofasco and the Supplier. The Supplier acknowledges that it will maintain books, records and accounts relating to the goods and/or services provided by the Supplier pursuant to a purchase order entered into between the Supplier and Dofasco, for a period of not less than three (3) years from the date (a) the goods have been received by Dofasco; or (b) the services have been completed by the Supplier in full satisfaction of the purchase order. The Supplier shall permit Dofasco's employees and agents to audit its books, records and accounts at such location as Dofasco reasonably requests and shall cause its subcontractor and suppliers to do the same for the purpose of determining whether the Supplier has complied with the terms of the purchase order including, without limitation, compliance with the purchase order requirements, change order pricing, prices on invoices generally and any claims arising under or in connection with the purchase order. The Supplier shall co-operate fully with any such audit and shall cause its employees, agents, subcontractors and suppliers to do the same.

**20. MODIFICATION and WAIVER**

Supplier shall be deemed to have accepted this purchase order in accordance with its terms and conditions upon issue by Supplier of its standard form of acknowledgement of order (and any conditions of sale set out in such standard form, or in any other order confirmation, prior offer, quotation or any other documentation provided by the Supplier, will not apply even if they are not expressly rejected) or by shipment of the goods or provision of the services ordered hereunder. This purchase order, together with any specifications attached hereto, contains the complete and entire agreement between Supplier and Dofasco. If any provision of this purchase order is inconsistent with any provision contained in any specifications attached hereto, the provision contained in the said specifications shall govern this order. This purchase order may be amended only by a purchase order modification issued by Dofasco. The failure by either party, at any time, to enforce any terms and conditions of the purchaser order or these Terms and Conditions of Purchase, will not be construed to be a waiver of the right of such party thereafter to enforce any such terms and conditions.

**21. INSURANCE and INDEMNIFICATION**

In the event Supplier is to enter upon Dofasco's property in the performance of any work under this purchase order:

- (a) Supplier shall maintain during the progress of the work adequate Workers' Compensation Insurance, and Public Liability and Property Damage Insurance subject to limits of not less than \$2 million for each occurrence of bodily injury, death, and damage to property, including loss of use thereof; and shall, on request, furnish Dofasco with evidence of such insurance coverage;
- (b) Supplier shall comply with all fire, safety and other applicable rules and regulations prescribed by any governmental or regulatory authority or by Dofasco, and shall be responsible for the observance thereof by all subcontractors, employees and agents of Supplier; and
- (c) Supplier hereby indemnifies Dofasco and agrees to defend and hold it harmless from and against any liability, claims, demands or expenses (including legal fees) for loss or damage to the property of or injuries (including death) suffered by Dofasco, its employees or any other person arising from or in connection with Supplier's performance under the agreement, unless the same results from the sole negligence of Dofasco.

**22. ASSIGNMENT**

Supplier shall not assign or delegate in any manner to any other person the supply of any goods and/or the provision of any services ordered hereunder without the written consent of Dofasco. Supplier may assign any monies due or to become due under this purchase order provided that Dofasco shall be entitled to assert against the assignee all rights, claims and defences of any nature (including, without limitation, rights of setoff, recoupment and counterclaim) which Dofasco could assert against Supplier, whether acquired prior to or subsequent to such assignment.

**23. ANTI-CORRUPTION and CODE OF BUSINESS CONDUCT**

Supplier agrees that in connection with the provision of services and/or goods hereunder, it shall comply with all applicable anti-corruption laws, and Dofasco may terminate this order if it has a good faith belief that the Supplier has violated, intends to violate or has caused a violation of any Anti-Corruption laws. The Supplier represents that it has read and understands Dofasco's "Code of Business Conduct", which is accessible at [www.arcelormittal.com](http://www.arcelormittal.com) (Investors & Shareholders/Corporate Governance) and that it has not taken any actions inconsistent with or contrary to Dofasco's "Code of Business Conduct" in obtaining this order for goods and/or services. The Supplier covenants that it shall not take any action inconsistent with or contrary to Dofasco's "Code of Business Conduct" in performing its obligations under the purchase order. In addition, the Supplier agrees to comply with all applicable Dofasco's policies listed at <https://ec.dofasco.ca/ECommerce/B2BHome.asp>.

**24. GENERAL INDMENITY**

The Supplier shall, at its own expense, defend and indemnify and otherwise hold harmless Dofasco and its subsidiaries, affiliates and agents, their respective officers, directors, shareholders and employees and Dofasco's customers from and against all loss, costs, expenses, damages, claims, demands or liability, including all legal and professional fees and costs related thereto, including the costs of settlement or judgment arising out of the Supplier's breach of any obligations therein.

**25. APPLICABLE LAW**

This purchase order and the agreement of purchase and sale constituted by acceptance hereof shall be deemed to have been entered into in the province of Ontario and shall be governed by and construed in accordance with the laws in effect in the province of Ontario. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The parties have expressly required that this purchase order and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.