

<b>Terms and Conditions of Purchase</b>	<b>PU-6910-00A</b>	<b>Revision: 9</b>	<b>Revision Date: January 2024</b>
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**1. SHIPMENT and CUSTOMS & ENTRY INTO CANADA FOR ON-SITE WORK**

- (a) Supplier will show clearly ArcelorMittal Dofasco G.P. ("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 one Canada Customs Invoices to Dofasco with Harmonized Tariff System ("HS") Code clearly stated (collectively "Customs Documentation"). Goods shipped by motor transport shall have Canada Customs Invoices attached to the bill of lading which accompanies shipment, with a copy of the invoice emailed directly to: [amdofascoinvoices@willsonintl.com](mailto:amdofascoinvoices@willsonintl.com) and [customs@arcelormittal.com](mailto:customs@arcelormittal.com). Any charges or fees accruing on shipments held at the Canadian border as a result of Customs Documentation that is incomplete, inaccurate and/or missing will be deducted from Dofasco's payment to Supplier.
- (c) For the shipment of prepaid and collect goods, Supplier is required to use the carrier as stated on the purchase order. In the event (i) the purchase order does not identify a carrier; or (ii) Supplier is unable to use the carrier specified on the purchase order, the Supplier must contact the Dofasco purchasing representative to receive approval to use a carrier prior to the shipment of the goods.
- (d) Goods shall be shipped DAP Incoterms 2010, unless otherwise specifically agreed in writing by both parties. For greater certainty, Dofasco shall be the importer of record.
- (e) 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.
- (f) No substitutions to the goods ordered under the purchase order can be made by Supplier without the prior approval of Dofasco.
- (g) 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.
- (h) Foreign Suppliers are responsible for, at their sole cost and expense, obtaining all necessary permits, approvals and documentation and following all necessary procedures associated with entry by their employees and/or contractors into Canada for the purpose of performing on-site work, and Supplier shall indemnify Dofasco for any losses, delays and/or interruptions caused by or arising from any failure to obtain the same.

**2. BILLING AND PAYMENT**

- (a) Subject to paragraph (b) below, 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.
- (b) For Suppliers subject to Dofasco's invoiceless pay process as determined by the Authorized Representative, unless otherwise noted, Dofasco will process an invoice (the "Invoice Payment Details") to itself from Supplier, which shall represent the final invoice between the parties. Dofasco shall provide a copy of such invoice to Supplier. For clarity, there shall be no separate form of invoice issued by Supplier and Dofasco's Invoice Payment Details shall form the invoice setting out the payment to be made to the Supplier. The parties agree that such Invoice Payment Details shall be considered an invoice issued by Supplier to Dofasco. In the event that Supplier provides certain goods or services that are only partly subject to Dofasco's invoiceless pay process, Dofasco's Invoice Payment Details shall represent the final invoice from Supplier to Dofasco for all Purchase Orders that are subject to Dofasco's invoiceless pay process and the Supplier may issue a separate invoice in accordance with paragraph 2(a) for those goods and services which are not subject to Dofasco's invoiceless pay process. In the event that Supplier does generate a separate form of invoice for Purchase Orders that are subject to Dofasco's invoiceless pay process, such supplier-generated invoice shall be null and void and of no effect. The parties acknowledge and agree that Supplier shall be responsible for remitting the applicable taxes indicated on the Invoice Payment Details to the Canada Revenue Agency/Revenue Quebec, as applicable. Any objections to the information set out in Dofasco's Invoice Payment Details shall be communicated by the Supplier to Dofasco no later than five (5) business days following the issuance of Dofasco's Invoice Payment Details failing which the Invoice Payment Details shall represent the final invoice between the parties.

**3. PRICES and SALES TAX**

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. In the event the Supplier or Supplier's subcontractors do not become registered under the *Excise Tax Act* (Canada) and/or *An Act respecting the Quebec Sales Tax*, and as a result is unable to claim input tax credits for GST/HST/QST paid, Dofasco shall not compensate Supplier for GST/HST/QST incurred.

- 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**

**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

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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. INTELLECUTAL PROPERTY RIGHTS**

- (a)** Supplier warrants that neither the goods and/or services nor the sale thereof covered by this purchase order will infringe upon or violate any trademarks, patents, copyrights or other legal rights of third parties. Supplier shall indemnify and hold Dofasco harmless against all actions or claims, liability, loss, costs, legal fees, expenses and damages due to or arising from any infringement or alleged infringement of intellectual property rights. Supplier shall, at its own expense if so requested by Dofasco, defend Dofasco against all such claims, proceedings and suits, provided that Dofasco may, at its option, be represented by its own counsel in any such claim, suit or proceeding.
- (b)** In the event the goods and/or services become the subject of actions or claims of infringement of intellectual property rights, Supplier shall either in the shortest possible period obtain the right for Dofasco to use the goods and/or services or modify or replace the goods and/or services so that the infringement ends. Modification or replacement of the goods and/or services shall never result in a decrease or reduction of the functionality or fitness of the goods and/or services for the particular purpose used by Dofasco. If Supplier fails to carry out its duties as set out herein, Dofasco, with eight business days advance notice, shall be entitled to take such actions as it deems necessary and to recover the total cost of the goods and/or services, and the installation or implementation costs associated with the goods and/or services/, from Supplier.
- (c)** Patentable inventions and protectable creations as well as their results, insofar as they arise from this purchase order, shall belong to Dofasco unless Supplier establishes that they arise from Suppliers' sole inventive capacity, and were developed independently of the purchase order.

**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 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**

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 Program (the "Program") 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 Program, 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 Program can be accessed at [https://dofasco.arcelormittal.com/at\(What We Do/Health & Safety\)](https://dofasco.arcelormittal.com/at(What We Do/Health & Safety)). Dofasco retains at all times sole and absolute discretion with respect to entry by any persons onto Dofasco's premises and reserves the right to refuse entry onto Dofasco's premises by any persons at any time. Supplier acknowledges that compliance with the Program represents a material term of this agreement.

**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 Safety Data Sheets prior to delivery of the goods. The Supplier must ensure that Safety Data Sheets provided to Dofasco are current and updated at least every three (3) years. Updated 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, ENDORSEMENTS and DATA SECURITY**

- (a) All written or verbal information supplied by the Dofasco to Supplier regarding the Buyer's know how, specifications, drawings, procedures, needs and all technical information, documents, pricing of items supplied under the purchase order and other data shall be treated as confidential information and shall not be disclosed to third parties without the Dofasco's prior written consent. Such information shall be exclusively used for the performance of the purchase order, or for the purpose of preparing offers or quotations.. The rights of ownership and copyrights in any designs, drawings, samples and other documents delivered to Supplier belong to Dofasco and such items shall not be duplicated or disclosed to third parties at any time without Dofasco's prior written consent.
- (b) Supplier shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any real property of Dofasco or its affiliates without, and in each instance where granted, only to the extent of, the prior written approval of Dofasco, which may be withheld in Dofasco's sole discretion and Supplier shall communicate this restriction to its employees, agents and subcontractors.
- (c) Supplier shall use managerial, operational, physical and technical safeguards and take such other actions as reasonably necessary, to preserve and protect against any anticipated or actual threats or hazards to the integrity and security of, and prevent any unauthorized access to or destruction, use, modification and disclosure of, any of Dofasco's confidential information while in Supplier's possession and control. Supplier shall immediately notify Dofasco if it becomes aware, or has reason to believe, that there has been unauthorized access to or use of, or any security breach relating to or otherwise affecting, any of Dofasco's confidential information. Supplier shall, at its own expense, cooperate with Dofasco in investigating and responding to the foregoing. Supplier shall be responsible for contractually requiring and causing any subcontractor or other third-party service provider engaged by Supplier in connection with the purchase order to implement and comply with data security protections substantially similar to and no less protective than those provided in these terms and conditions.
- (d) Dofasco will not provide any type of endorsement or testimonial to Supplier and Supplier shall refrain from requesting the same.

**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. Each party shall bare their respective costs incurred during the period in which performance is delayed.

**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

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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**

In connection with the performance of any work under this purchaser order Supplier shall maintain the following insurance coverage and shall, on request, provide Dofasco with evidence of such insurance coverage:

- (a) Any insurance required by the Program, if applicable;
- (b) adequate Workers' Compensation Insurance, and
- (c) Commercial General Liability Insurance including or in addition to 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.

**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. COMPLIANCE WITH LAWS, 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 laws. In addition, Supplier agrees to comply with all 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 INDEMNITY**

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.