

**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS  
WITH  
AM/NS CALVERT LLC**

These Supplemental Terms and Conditions ("Supplemental Terms") shall apply and are expressly incorporated into the purchase of any materials, items, products, components, software and any related services by AM/NS Calvert LLC ("Owner"), as well as all master agreements and contracts for services performed for Owner. The Supplemental Terms apply to, are expressly incorporated into and are an integral part of any purchase order placed by Owner with a supplier or processor (the "Contractor"). In the event of a conflict between these Supplemental Terms and any other terms in any agreement with Contractor, these Supplemental Terms shall govern.

**1. General Contractor's License.** With respect to the performance of services on Owner's premises, in addition to the other representations and agreements included within a contract, Contractor represents and warrants that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work or services. If applicable, Contractor warrants that it is duly licensed as a general contractor in the State of Alabama in the classification(s) and with bid limits required by the nature of the work, and that it will at all times comply with the Alabama General Contractor Licensing Rules. Contractor represents and warrants that at the time of submission of its quotation for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed and covenants to maintain such licensing and qualification throughout the term hereof (including warranty periods). Upon written request by Owner, Contractor shall furnish evidence as Owner may require relating to Contractor's ability to fully perform any contract.

**2. Immigration Acts.** Contractor warrants and represents that it and its agents, employees, and subcontractors will at all times comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (as amended), and all other state or federal laws regulating the employment of aliens (including, but not limited to, those which make it unlawful for an employer to employ or continue to employ an alien knowing the alien is or has become unauthorized with respect to such employment or to fail to comply with the I-9 or E-Verify requirements), and any successor statutes, laws, rules, and regulations (collectively, the "Immigration Laws"). Contractor agrees to include a provision in all subcontracts requiring that each subcontractor shall comply with the duties and responsibilities with regard to its employees that the Contractor has agreed to in this section. Contractor agrees to defend (at Owner's option, and with counsel acceptable to Owner), indemnify and hold harmless Owner, Owner's Indemnitees, or any ArcelorMittal Indemnitees as to any fines, damages, and other liabilities of any kind, including, but not limited to, any damages resulting from work stoppages or delays, arising out of or relating to the breach of this section or noncompliance with any immigration laws by Contractor or any subcontractors.

**3. Termination.** Notwithstanding any foregoing provisions in the underlying agreement related to termination for cause, if it is subsequently determined that Owner has wrongfully terminated any agreement based upon cause, material breach or breach of any enumerated provision, then notwithstanding any other provision in any such agreement, the notice of termination given by Owner for cause, material breach, or enumerated provision shall be deemed to have been a notice pursuant to the underlying agreement provisions regarding a termination for convenience.

**4. Site Policies.** Any reference to the "Contractor Safety, Health and Environmental

Handbook" in the underlying agreement is deleted in its entirety and replaced with the "Contractor Safety & Health Field Manual," "Annex M - Occupational Health and Safety Requirements" and "Annex N - Site Environmental Requirements," each incorporated herein by reference and accessible at <http://usa.arcelormittal.com/doing-business/online-services/am-ns-calvert-supplier-portal>, and as amended from time to time and communicated to Contractor by Owner.

5. **Insurance.** Except as otherwise expressly specified in any Purchase Order, Contractor shall maintain and shall require each of its subcontractors, if any, to maintain the following minimum limits of coverage or the limits Contractor maintains as part of its general program of business insurance, whichever are greater:

A. For work performed or services provided under any of following contract types:

- > CONSTRUCTION CONTRACT (AMNS-101)
- > CONTRACTOR WORK MASTER AGREEMENT (AMNS-102)
- > ENVIRONMENTAL SERVICES MASTER CONTRACTOR AGREEMENT (AMNS-103)
- > MULTI-YEAR OPERATING SERVICE CONTRACT (AMNS-112)

Limits of Coverage:

Commercial General Liability

- 1) Bodily injury and property damage: \$1,000,000 per occurrence
- 2) Products/completed operations: \$1,000,000 per occurrence
- 3) General aggregate: \$2,000,000
- 4) Products/completed operations aggregate: \$1,000,000

Automobile Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limit

Employer's Liability \$1,000,000

Umbrella Excess Liability (excess to all liability policies)

- 1) Excess per occurrence and general aggregate: \$5,000,000
- 2) Excess products/completed operations: \$5,000,000

Professional Liability (Errors and Omissions) (if required in the Purchase Order): \$3,000,000 per occurrence

Each of the policies of professional liability (errors and omissions) insurance required by this agreement shall be maintained continuously by Contractor and each subcontractor until seven (7) years after the completion of the services (the "E&O" term"), by renewal or by replacement with an equivalent policy, without advancement of the retroactive date. If, at any time during the E&O term, Contractor or a subcontractor cannot obtain equivalent coverage by replacement or renewal, Contractor and/or the subcontractor shall acquire a tail policy prior to expiration of the existing policy that will extend coverage, without advancement of the retroactive date, for an additional five (5) years, or through the end of the E&O term, whichever is less.

Pollution Legal Liability (if required in the purchase order): \$2,000,000 each incident and \$5,000,000 in the aggregate. Pollution Legal Liability shall be maintained by Contractor during the term of the Agreement and for ten (10) years following the completion of the services.

U.S. Longshore & Harbor Workers' Compensation Act (if required in the Purchase order): Statutory limit

Jones Act (if required in the Purchase Order): \$1,000,000

Railroad Protective Liability (if required in the Purchase Order): \$2,000,000 occurrence/ \$2,000,000 aggregate

As required by agreements with Norfolk Southern or other applicable rail service provider. Contractor shall furnish Railroad Protective Liability insurance when the Work is being performed on or within 50 feet of a railroad or affects any railroad property, including but not limited to tracks, bridges, tunnels and switches.

Policy shall be endorsed to name Norfolk Southern and/or other applicable rail service provider as an additional insured and shall include a severability of interests provision.

Builder's Risk Insurance (if required in the Purchase Order): Full value of the work specified in the Purchase Order.

B. For services and products provided under an ENGINEERING SERVICES MASTER AGREEMENT (AMNS-106) contract:

Limits of Coverage:

Commercial General Liability

- 1) Bodily injury and property damage: \$1,000,000 per occurrence
- 2) Products/completed operations: \$1,000,000 per occurrence
- 3) General aggregate: \$1,000,000
- 4) Products/completed operations aggregate: \$1,000,000

Automobile Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limit

Employer's Liability: \$500,000

Professional Liability (Errors and Omissions): \$3,000,000 per occurrence

Each of the policies of professional liability (errors and omissions) insurance required by this agreement shall be maintained continuously by Contractor and each subcontractor until seven (7) years after the completion of the services (the "E&O" term"), by renewal or by replacement with an equivalent policy, without advancement of the retroactive date. If, at any time during the E&O term, Contractor or a subcontractor cannot obtain equivalent coverage by replacement or renewal, Contractor and/or the subcontractor shall acquire a tail policy prior to expiration of the existing policy that will extend coverage, without advancement of the retroactive date, for an additional three (5) years, or through the end of the E&O term, whichever is less.

U.S. Longshore & Harbor Workers' Compensation Act (if required): Statutory limit

Jones Act (if required): \$1,000,000

C. For all other contracts, the insurance limits specified in the applicable contract shall apply.

**6. Union Rates.** If "AMNS-108 Supplementary Terms and Conditions Time and Material Work" is incorporated by reference into the underlying contract, then Sections A.1.1, A.1.2, A.1.3, and A.2.1 are deleted in their entirety for nonunion Contractors.

**7. Notice Provision.** All notices, demands and other communications required or permitted to be given under any agreement between Owner and Contractor 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 Contractor shall be deemed to have been given to Owner unless an e-mail copy thereof is sent to the email addresses for Owner below.

A. If to Owner:

AM/NS Calvert LLC  
P.O. Box 456  
1 AM/NS Way  
Calvert, AL 36513  
Attention: Chief Procurement Officer

and by Email to: [purchasing.calvert@arcelormittal.com](mailto:purchasing.calvert@arcelormittal.com)

With a copy to:

AM/NS Calvert LLC  
1 AM/NS Way  
Calvert, Alabama  
Attention: Chief Financial Officer

[com](mailto:com)

B. If to Contractor:

[To the representative and address of Contractor listed on the Execution Sheet]