

General Order Terms for Indirect Purchasing

valid for contracts carried out on request

ArcelorMittal Distribution Solutions Poland Sp. z o.o.

- > *These General Terms and Conditions (GTC) constitute an integral part of the agreements (Agreement) concluded by ArcelorMittal Distribution Solutions Poland Sp. z o.o. based in Katowice (ORDERING PARTY) with contractors (CONTRACTORS), if they are indicated in them as an attachment.*
- > *In the event of discrepancies between the provisions of the Agreement and the GTC, the provisions of the Agreement shall prevail. The parties may also exclude the application of the GTC in part or in full in the Agreement in writing or in another documentary form.*

§ 1 Professional care

1. The CONTRACTOR is obliged to perform the Subject of the Agreement with professional care, in line with the applicable Polish Standards, rules of technical knowledge and best construction practices, as well as to carry out acceptance procedures required by the law.
2. When performing the Subject of the Agreement, the CONTRACTOR is obliged to comply with the Management of Health and Safety at Work Regulations, fire prevention and environmental protection regulations, in line with the applicable law and the ORDERING PARTY'S guidelines.
3. Subject of the Agreement will be performed by the CONTRACTOR in line with the ORDERING PARTY'S documentation, standards and regulations of applicable law and best knowledge and rules of the art.
4. The CONTRACTOR declares that before the conclusion of the agreement, he obtained from the ORDERING PARTY all the information that could have impact on the risk and the circumstances of the Agreement, including the establishment of remuneration, and also declares that he is familiar with all the documents and the conditions that are essential and necessary for the performance of the Subject of the Agreement by the CONTRACTOR and there is no need for the ORDERING PARTY to provide additional information or to bear additional costs, and therefore, the CONTRACTOR does not raise and will not raise any objections in the future.

§ 2 Components of the Order

1. The following annexes constitute an integral part of the Order:
 - a. CONTRACTOR'S offer.
 - b. ORDERING PARTY'S order.
 - c. Subject of the Agreement - scope of work/list of materials
 - d. "Prevention plan for an external contractor" (applies only to works done for ArcelorMittal).

§ 3 Remuneration

1. Remuneration for the performance of the Subject of the Agreement is a flat-rate remuneration and constitutes payment for all benefits within the Order.
2. Changes to the remuneration amount are only possible when the ORDERING PARTY makes changes to the type and scope of benefits of the CONTRACTOR through an additional order submitted in writing under pain of nullity.
3. The remuneration will be paid through a transfer to the bank account indicated on the VAT invoice issued by the CONTRACTOR.
4. The ORDERING PARTY may withhold the payment of remuneration until the CONTRACTOR delivers all the necessary approvals, certifications or documents related to the Subject of the Agreement or used materials.
5. Payment of the remuneration will be done through a transfer within 30 days from the day in which the ORDERING PARTY receives the VAT invoice, unless the Parties agree otherwise.

§ 4 Changes to the Subject of the Agreement

1. The ORDERING PARTY is entitled to make changes and additions to the Subject of the Agreement. The CONTRACTOR is required to perform additional works that were not covered by the Order. Remuneration for additional works that are not covered by the Order will be determined by the ORDERING PARTY and the CONTRACTOR separately and confirmed in writing under pain of nullity.
2. Works performed by the CONTRACTOR without a written commission or as arbitrary deviation from the Order are not subject to

remuneration.

§ 5 Performance of the Subject of the Agreement

1. The CONTRACTOR undertakes to start all the preparatory work necessary for the performance of the Subject of the Agreement immediately upon receipt and confirmation of the Order.
2. Any delay due to causes beyond the control of the CONTRACTOR in the form of force majeure, which prevents the performance of the Subject of the Agreement, and which is confirmed by the ORDERING PARTY'S building control inspector (in case of services) will appropriately extend the due date of the Subject of the Agreement specified in the Order.
3. If the Subject of the Agreement are construction works, the CONTRACTOR appoints a construction manager at his own expense.
4. Based on the Order, the CONTRACTOR performs the Subject of the Agreement on his own responsibility. When doing so, he must adhere to the principles of technical knowledge, as well as the provisions of the Polish law and administrative requirements. The CONTRACTOR shall manage the performed benefits and preserve order in the workplace (in case of services). He is obliged to keep the area, in which the Subject of the Agreement is performed, clean and, after the works are completed, to clean the construction site.
5. If the CONTRACTOR has doubts concerning the intended method of performance of the Subject of the Agreement or should have doubts resulting from maintaining the due diligence, as a professional, he shall promptly notify the ORDERING PARTY in writing, possibly before the works are launched. If the CONTRACTOR fails to make such notification, he has no right to refer to any negligence of the ORDERING PARTY if such negligence causes defectiveness in the works done by the CONTRACTOR.
6. The CONTRACTOR is obliged to protect all works done and performed subjects until the acceptance of the ORDERING PARTY.
7. The ORDERING PARTY is entitled to carry out the supervision over the course and quality of works on the ongoing basis. Such supervision shall be carried out by the person authorised by the ORDERING PARTY to make acceptances.
8. Additionally, the CONTRACTOR confirms that he will comply with Polish standards and requirements, when performing the Subject of the Agreement.
9. The CONTRACTOR may entrust the performance of the Subject of the Agreement or its part to other entities, with the prior approval of the ORDERING PARTY, which will be expressed in writing under pain of nullity.

§ 6 Transfer of ownership, the division of risks and insurance

1. If the Subject of the Agreement are construction works, building components and materials belonging to the CONTRACTOR, which will be used to construct the object or to implement the construction investment and are intended to become a permanent component of the constructed object, such building components and materials, upon delivery to the construction site and payment, become the property of the ORDERING PARTY.
2. Equipment of the area of performance of the Subject of the Agreement, devices, etc. used by the CONTRACTOR to perform the Subject of the Agreement, which are not intended to be left over after the completion of construction, remain the property of the CONTRACTOR or his subcontractors.
3. Regardless of regulating of the transfer of ownership, the CONTRACTOR is obliged to protect against all damages and supervise delivered objects, machines or machine parts, building elements and materials to the same degree as in case of the building structure.
4. Any risk of loss, damage, destruction of objects, machines, machine parts assigned by the ORDERING PARTY or supplied by him or construction works done by the CONTRACTOR, until the final acceptance, is borne by the CONTRACTOR. In such case, the ORDERING PARTY is entitled to claim any damages from the CONTRACTOR related to the occurring damage.
5. The CONTRACTOR shall provide the ORDERING PARTY with a copy of insurance of economic activity of the CONTRACTOR before the performance of the Subject of the Agreement. In case of any damage during the performance of the Subject of the Agreement or in the objects within the Subject of the Agreement or permanently attached to it, due to direct fault of the CONTRACTOR or due to his negligence, the CONTRACTOR will be solely responsible before the Owner of this area or those objects.

§ 7 Withdrawal from the Agreement

1. Both the ORDERING PARTY and the CONTRACTOR are entitled to withdraw from the agreement in cases specified in the provisions of the Civil Code.
2. Regardless of the situations specified in the Civil Code, the ORDERING PARTY is also entitled to withdraw from the agreement with immediate effect in the following cases:
 - (a) the CONTRACTOR has not started to perform the Subject of the Agreement within 7 working days, without communicating the justifying cause to the ORDERING PARTY,
 - (b) there is a risk that the CONTRACTOR does not complete the Subject of the Agreement within the specified time, despite a written request of the ORDERING PARTY,
 - (c) delay in performance of the Subject of the Agreement in relation to the agreed date exceeds 30 days,
 - (d) the CONTRACTOR files for bankruptcy.

3. In the event of withdrawal of the ORDERING PARTY for reasons related to the CONTRACTOR, the CONTRACTOR shall bear the following specific obligations:
 - (a) within 5 days from the date of withdrawal, the CONTRACTOR with the participation of and in consultation with the ORDERING PARTY will draw up an inventory of work protocol (in case of services) as at the day of withdrawal,
 - (b) The CONTRACTOR, at his own expense, shall secure the ongoing works to the extent agreed with the ORDERING PARTY, and if this is not done, the ORDERING PARTY shall secure the area on which the works are being carried out at the CONTRACTOR'S responsibility, expense and risk.
4. The statement of withdrawal must be submitted in writing under pain of nullity, within 60 days from the date of the event described in paragraph 2 above

§ 8 Acceptances

1. Acceptance of the performed Subject of the Agreement (in case of services) will be carried out by authorised representatives of both parties after all works related to the Subject of the Agreement are completed.
2. On the day of acceptance of the Subject of the Agreement, the ORDERING PARTY and the CONTRACTOR will draw up an acceptance protocol, which will determine the start and end date of the acceptance, indicate the persons participating in the acceptance procedure, and the list of documents provided by the CONTRACTOR to the ORDERING PARTY in the course of acceptance, a list and specifications of revealed flaws and defects and dates for their removal.
3. In the case of flaws (defects) at the time of acceptance, the ORDERING PARTY and the CONTRACTOR will determine the date for their removal and a new acceptance date. Finding the flaws (defects) at the time of acceptance shall entitle the ORDERING PARTY to withhold any payments until the defects are removed; in such case, the payment deadlines provided for in this agreement are not binding for the ORDERING PARTY.
4. The Parties mutually agree that the Subject of the Agreement will be performed:
 - (a) on the day on which both parties sign the acceptance protocol of the Subject of the Agreement (in case of services), which will not describe any revealed flaws (defects) of the Subject of the Agreement, or (b) if the acceptance protocol of the Subject of the Agreement will contain information about flaws (defects), the date of performance of the Subject of the Agreement is the date of flaws (defects) removal, approved by the ORDERING PARTY.
5. The Parties agree that unless otherwise agreed, for services, the only basis for payment of the whole remuneration is the acceptance protocol of the Subject of the Agreement signed by both Parties, which does not contain any revealed flaws (defects).

§ 9 Contractual Penalties

1. If the CONTRACTOR fails to keep the deadline for the performance/delivery of the Subject of the Agreement, he will be obliged to pay the contractual penalty to the ORDERING PARTY:
 - (a) for the delay in performance/delivery of the Subject of the Agreement - in the amount of 0.5% of the net remuneration for the performance of the Subject of the Agreement for each day of delay,
 - (b) for delay in removal of flaws (defects) found upon acceptance or within the warranty period or implied warranty period - in the amount of 0.5% of the net remuneration for the performance of the Subject of the Agreement for each day of delay,
 - (c) for each subsequent written warning preceded with the first written warning sent to the CONTRACTOR, concerning the CONTRACTOR'S employees not observing the safety provision in line with the "Prevention plan for external contractors" document along with associated documents - in the amount of 0.5% of the net remuneration for the performance of the Subject of the Agreement.
2. In the case of termination of or withdrawal from the agreement by one of the Parties for reasons related to the other Party, the Party causing the other Party to terminate or withdraw is obliged to pay the other Party the contractual penalty in the amount of 10% of the net remuneration for the failure to perform the Subject of the Agreement.
3. If the occurring damage is higher than the abovementioned contractual penalty, the Party suffering the damage is entitled to claim damages in the amount exceeding the contractual penalty - in the amount of the occurring damage, i.e. real damage.
4. If the CONTRACTOR fails to perform the Subject of the Agreement within deadline or to remove the flaws (defects) in time, including failure to remove flaws (defects) within the warranty period or implied warranty period, despite the prior request from the ORDERING PARTY and establishing a deadline not shorter than 7 days, the ORDERING PARTY is entitled to commission the performance of the whole Subject of the Agreement or its part or removal of flaws (defects) to a third party, at the CONTRACTOR'S full expense and risk.
5. The authorisation, referred to in paragraph 4 above, shall be entitled to the ORDERING PARTY also if the CONTRACTOR performs the Subject of the Agreement improperly and/or not in accordance with the Agreement and/or there is a risk that the CONTRACTOR will fail to perform the Subject of the Agreement in time - despite prior request from the ORDERING PARTY and establishing a deadline not shorter than 7 days to perform the Subject of the Agreement properly and/or in accordance with the Agreement and/or to secure, in a way satisfying the ORDERING PARTY (which is determined by the ORDERING PARTY), the timely performance of the Subject of the Agreement.

§ 10 Warranty and implied warranty

1. The CONTRACTOR shall be liable to the ORDERING PARTY under the implied warranty for physical and legal defects of the Subject of the Agreement.
2. In the case of request for the removal of defects of the subject of the Agreement, the CONTRACTOR is obliged to make repairs within the period indicated by the ORDERING PARTY.
3. The CONTRACTOR grants the ORDERING PARTY the quality warranty for the performed/delivered Subject of the Agreement for 24 months, unless the Parties agree otherwise.

§ 11 Clauses concerning internal policies and anti - corruption

1. The CONTRACTOR confirms that the CONTRACTOR has read, accepted and implemented the Internal Policies of AM, which can be found at the website <https://ds.arcelormittal.com/cee/poland/download/compliance/language/EN>.
2. The CONTRACTOR undertakes to comply with all laws and guidelines pertaining to the prevention or counteracting corruption, in force in the companies of the ArcelorMittal group. These guidelines are available at the website: https://ds.arcelormittal.com/repository/AMDS%20Poland%20dokumenty/Compliance%20policy/Anti-Corruption_Procedure.pdf.
3. The CONTRACTOR undertakes to comply with all applicable anti-corruption laws, taking into account the provisions of the jurisdiction of its country of registration and Polish law (if these are different countries) and to comply with the guidelines contained in the Internal Policies of AM regarding the prevention of corruption and the acceptance and granting of gifts and invitations to entertainment events available under addresses:
https://ds.arcelormittal.com/repository/AMDS%20Poland%20dokumenty/Compliance%20policy/Receiving_and_Giving_Gift_and_Entertainment_Procedure.pdf.

§ 12 Confidentiality clause and data protection

1. The CONTRACTOR undertakes to keep confidential all information relating to the conclusion, content and execution of this Agreement.
2. The Parties may provide information on the conclusion, content and execution of this Agreement only to authorised authorities at their request and to entities associated with them by equity.
3. The obligation of confidentiality referred to in this paragraph shall be binding upon the CONTRACTOR for an indefinite period of time, also in case of expiry, dissolution or withdrawal from this Agreement.
4. The Data controller in relation to the personal data provided is ArcelorMittal Distribution Solutions Poland sp. z o.o. with registered office in Katowice, address: ul. Stalowa 1, 40-610 Katowice, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS number 0000057816, with NIP: 954-224-90-02, REGON: 276112593 , with a share capital of PLN 194,570,700.00 (hereinafter: the "Data controller"). Personal data may include: name and surname, telephone number, e-mail address.
5. The purpose of processing personal data provided by the CONTRACTOR, his employees or associates is to take the necessary steps before concluding and performing the contract and providing services in accordance with the contract, as well as to establish, pursue or defend legal claims arising from or related to the contract.
6. The legal grounds for data processing are as follows:
 - (a) negotiating, concluding and performing a contract to which you are a party - in the case of personal data of a person who is a party to the Agreement or who takes steps to conclude it - legal basis for processing - art. 6 sec. 1 lit. b GDPR;
 - (b) implementation of the Data controller's legitimate interest in taking steps to negotiate, conclude and perform the Agreement as part of the business - in the case of personal data of the Recipient's / Service Recipient's employees - legal basis for processing - art. 6 sec. 1 lit. f GDPR;
 - (c) in the case of concluding a contract, the performance of public law obligations incumbent on the Data controller - legal basis for processing - art. 6 sec. 1 lit. c GDPR;
 - (d) in the event of the conclusion of the contract, the fulfillment of the archiving obligation for the period provided for by the relevant provisions of law incumbent on the Data controller - legal basis for processing - art. 6 sec. 1 lit. c GDPR.
7. The following data recipients may have access to Personal Data:
 - (a) authorized employees of the Data controller and service providers entrusted by contract with the processing of Personal Data for the purposes of the provision of services provided to the Data controller, but only to the extent necessary for the proper performance of these services. Please be advised that access to Personal Data is granted only to persons for whom there is a justification for such access due to the tasks performed and services provided. All persons authorized to process Personal Data are obliged to maintain the confidentiality of data and protect them against disclosure to unauthorized persons.
 - (b) entities authorized by law to receive Personal Data,
 - (c) entities cooperating with the Data controller to whom Personal Data is made available on the basis of the consent of the

data subject and for the purposes indicated therein,

(d) law firms - providing legal services to the Data controller - being separate data controllers by operation of law and obliged to maintain professional secrecy.

8. Data storage period:

(a) personal data collected in the databases of Customers / CONTRACTORS / Recipients will be stored until the end of cooperation with the data subject or until an effective objection to data processing for the indicated purpose is submitted, depending on which of the events occurs first, and if they are collected on the basis of consent until the consent is withdrawn;

(b) in the case of concluding a contract, personal data will be stored for the duration of the Agreement, including the expiry of the quality guarantee and warranty period, and after that time, for the period provided for by the relevant provisions of law, the implementation of the archiving obligation and any possible limitation periods for claims arising in connection with the implementation Contracts.

9. Your obligation to provide your personal data - depending on the nature of the data, it is a contractual / statutory obligation; Failure to submit them will result in the inability to conduct negotiations, implement the concluded Agreement and the related tax and archiving obligations. Providing personal data is voluntary in the scope of expressed consents.

10. You can exercise the following rights against the Data controller:

(a) the right to request access to your personal data and to rectify it, art. 15-16 GDPR;

(b) the right to limit the processing of your data in situations and on the terms set out in art. 18 GDPR or to their deletion pursuant to Art. 17 GDPR ("right to be forgotten");

(c) the right to data portability pursuant to Art. 20 GDPR;

(d) the right to withdraw at any time prior consent to the processing of your personal data, which, however, will not affect the lawfulness of the processing of such person's data, which was based on this premise and took place before he exercised his right to withdraw consent;

(e) the right to object at any time to the processing of your personal data for reasons related to its particular situation, as referred to in art. 21 sec. 1 GDPR;

(f) the right to object at any time to the processing of your personal data for purposes related to direct marketing, including profiling for marketing purposes, to the extent that the processing of that person's data is related to such direct marketing.

11. In matters related to the processing of data and the exercise of the rights of the data subjects, you can contact the Data controller by sending correspondence to the e-mail address: rodo.amds@arcelormittal.com or in writing to the Data controller's address with the annotation "Personal data". The data subject has the right to lodge a complaint against the processing of his personal data by the Data controller to the supervisory body - the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.

12. In the case of providing personal data of your employees / associates, you are obliged to inform them about the disclosure of their personal data to the Data controller and about further processing of data for contact purposes in connection with negotiating the terms of contracts, their conclusion and implementation.

§ 13 Clauses concerning economic sanctions

1. The CONTRACTOR represents and warrants that the CONTRACTOR and its subsidiaries and group companies (including board members, managing personnel or employees) have not been subject to any economic sanctions imposed by international or national organizations, and that no economic sanctions have been imposed by any state on those entities.

2. In addition, the CONTRACTOR represents and warrants that no product, component, raw material or financial means from countries subject to economic sanctions will be used by the CONTRACTOR to perform a contract with the ORDERING PARTY.

3. Should the economic sanctions referred to in clause 13.1. or 13.2. be imposed during the term of a contract between the CONTRACTOR and the ORDERING PARTY, the CONTRACTOR is obliged to notify the ORDERING PARTY of this fact by registered letter within three days. In such a case, the ORDERING PARTY shall have the rights specified in clause 13.6. If the CONTRACTOR fails to comply with the notification obligation referred to in the preceding sentence, and the ORDERING PARTY itself learns about such occurrence, the ORDERING PARTY shall also be entitled to exercise the rights specified in clause 13.6.

4. The CONTRACTOR is obliged to include this clause 14 in each contract in which the CONTRACTOR acts as the CONTRACTOR (ordering party, recipient) and at the same time relating to supplies or services by means of which the CONTRACTOR performs its obligation towards the ORDERING PARTY.

5. The CONTRACTOR acknowledges and agrees that a breach of any of the provisions of clauses 13.1. - 13.4. in connection with a contract between the ORDERING PARTY and the CONTRACTOR will be treated as gross improper performance of all other contracts concluded between the ORDERING PARTY and the CONTRACTOR and shall entitle the ORDERING PARTY to exercise the rights set out below, also with regard to these other contracts (cross-default clause). The Parties agree to incorporate this clause 14 by reference to all contracts concluded between the ORDERING PARTY and the CONTRACTOR.

6. In the event that the CONTRACTOR breaches the provisions of any of clauses 13.1. - 13.4., in connection with any contract concluded with the ORDERING PARTY, the ORDERING PARTY shall in particular have the right to:

a) terminate a contract unilaterally without notice; this right may be exercised until the expiry of the period for which the contract is concluded, or in the case of a specific task contract or other similar result contract - by the date provided for the performance of the subject of the contract,

b) suspend the performance of the subject of the contract, in particular the ordered and not yet completed deliveries, until

the matter is clarified by the relevant state authorities, and then to refuse to perform the subject of the contract, if the findings of the relevant state authorities (especially by a final court judgment) have confirmed the violation of the provisions of any of clauses 13.1. - 13.4. by the CONTRACTOR;

- c) freeze the funds received from the CONTRACTOR, in accordance with the provisions of applicable law, until the matter is clarified by the relevant state authorities, and then to take actions authorized by the provisions of applicable law or state authorities.
7. If the above-mentioned rights are exercised by the ORDERING PARTY, the CONTRACTOR shall not have any claims against the ORDERING PARTY and the CONTRACTOR shall indemnify the ORDERING PARTY against any claims and cover all damages in this respect.

§ 14 Final Provisions

1. Any amendments to the Order or General Order Terms require a written form, otherwise shall be null and void.
2. This Order is governed by the Polish law.
3. Ineffectiveness or invalidity of any provision of the Order or the General Order Terms shall not affect the validity of the rest of the General Order Terms. In place of the ineffective provisions, the Parties shall establish the regulation that is closest to the economic purpose of the invalid or ineffective provisions.
4. The Order constitutes the entire agreement between the parties as to the subject, and all prior negotiations, declarations or arrangements relating to the Subject of the Agreement, both written and oral, must be regarded as null and void, unless expressly repeated in the Order.
5. The CONTRACTOR acknowledges the fact that the ORDERING PARTY does not hold proper qualifications to evaluate whether the CONTRACTOR'S offer is adequate to solve the issue of performance of all the works necessary to perform the Subject of the Agreement. The ORDERING PARTY assumes that the CONTRACTOR'S offer was drawn up in line with working knowledge and legal requirements.
6. The ORDERING PARTY fulfilling the obligation imposed by article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, declares that it has the status of a large entrepreneur within the meaning of the provisions of the Act of 6 March 2018 Entrepreneurs' Law (uniform text OJ 2019, item 1292).
7. These General Order Terms for Indirect Purchasing apply from 14 September 2022. From this day, the previous versions of GTC for Indirect Purchasing shall be repealed.