

**EQUIPMENT PURCHASE AGREEMENT  
(SHORT FORM WITHOUT INSTALLATION)**

THIS EQUIPMENT PURCHASE AGREEMENT ("Contract") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") by and between AM/NS Calvert LLC ("Buyer"), a Delaware limited liability company, with its principal place of business located at 1 AM/NS Way , Calvert, Alabama 36513 and \_\_\_\_\_ ("Seller"), a \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1 - DEFINITIONS**

- 1.1 "Buyer Indemnified Parties" has the meaning set forth in Section 17.1 herein.
- 1.2 "Certificate of Acceptance" means the written confirmation issued by the Buyer once the Work has satisfactorily been completed as required under this Contract.
- 1.3 "Contract" means the entire agreement between the parties represented by the Contract Documents, which may be modified, amended, supplemented, or restated from time to time.
- 1.4 "Contract Documents" shall consist of (i) the Equipment Purchase Agreement (this document) and (ii) all Annexes.
- 1.5 "Contract Price" has the meaning set forth in Article 5 herein.
- 1.6 "Contractor" means the Seller.
- 1.7 "Environmental Requirements" has the meaning set forth in Annex N.
- 1.8 "Equipment" means all equipment, machines, parts, components and/or spare parts as stipulated within the Seller's scope of supply and work that are necessary to complete the scope of the Contract.
- 1.9 "Final Acceptance" has the meaning set forth in Section 13.3.
- 1.10 "Intellectual Property" has the meaning set forth in Section 19.1.
- 1.11 "Intellectual Property Rights" has the meaning set forth in Section 19.1.
- 1.12 "Laws" has the meaning set forth in Section 3.1.
- 1.13 "Owner" means the Buyer.

1.14 "Parties" means the Buyer and the Seller.

1.15 "Plant" means the Buyer's steel processing plant located in Mobile County, Alabama, and all related production and auxiliary equipment and other infrastructures and buildings from time to time located on or adjacent to the Plant Site and owned and operated by Buyer, its subsidiaries, or affiliates.

1.16 "Plant Site" means the physical location of the Plant.

1.17 "Scope of Work" has the meaning set forth in Section 2.1.

1.18 "Subcontractor" means any person or entity (to whatever tier), other than the Seller, used by the Seller for the supply of any part or for any services or work relating to the Equipment, and any person or entity to whom any part of the Contract has been subcontracted by the Seller, but not any assignee of the Subcontractor. The term Subcontractor also shall include suppliers, sub-suppliers and sub-consultants of Seller, and other similar designations.

1.19 "Technical Documentation" means all data, information, designs, drawings, specifications, diagrams, documents, and manuals required under the Contract and/or, in the reasonable opinion of the Buyer, which are necessary for the installation, operation, maintenance and repair of the Equipment and for the proper training of the Buyer's operational and maintenance personnel.

1.20 "Warranty Period" shall have the meaning set forth in Section 14.3 herein.

1.21 "Work" means the design, manufacture, equipment, and/or services required by the Contract Documents, whether it is fully completed or partially completed, and includes all labor, materials, equipment, and services provided by the Seller to fulfill the Seller's obligations under the Contract Documents.

Other terms defined and employed elsewhere in the Contract, including the Annexes attached to this Contract shall, except where the contrary is specifically indicated, have the meaning ascribed to them elsewhere in this Contract.

## **ARTICLE 2 - SCOPE OF WORK AND GENERAL REQUIREMENTS**

2.1 Scope of Work. The "Scope of Work" of this Contract includes all Work required in the Contract Documents. Annex C Scope of Work provides a detailed description of the Work. The Seller shall carry out and perform all Work necessary to furnish and deliver the Equipment to the location specified in Annex C Scope of Work in a finished state suitable for the intended use, as specified and in accordance with the Contract. All items of accessory, fitting, sundry apparatus, and labor, whether specified in detail herein or not, which are necessary for the completion of the Seller's obligations under the Contract, shall be considered as part of the Scope of Work by the Seller. Seller shall deliver the Work in accordance with the terms of this Contract.

2.2 Standard of Performance. All Work shall be in conformity with the latest applicable and widely recognized industry standards or practices and state-of-the-art materials and components as of the date of this Contract unless otherwise specified under the Contract. Seller shall have a project quality control manager to ensure and verify that the quality of the Work meets the requirements of this Contract,

including but not limited, following the procedures and requirements set forth in Annex G Quality Assurance.

2.3 Experience; Qualifications. Seller represents, warrants and covenants that it and its Subcontractors are and will continue to (i) be fully experienced, qualified and licensed to perform the Work and all of their respective obligations under this Contract; (ii) possess the necessary approvals, knowledge, skills and experience with similar work, to render the Work pursuant to the terms of this Contract; (iii) have the financial and technical capability to satisfy their respective obligations hereunder; and (iv) be properly equipped, financed, and organized to perform the Work. Seller shall have the status of an independent contractor maintaining the complete control over its employees and its Subcontractors.

2.4 Training. Except as may otherwise be provided in Annex C Scope of Work, the Seller shall provide training and instruction of Buyer's operating staff before and during operation, maintenance, and repair, in such a manner such that the Buyer's operating staff is able to operate the Equipment independently and properly.

2.5 Spare Parts. Except as may otherwise be provided in Annex C Scope of Work, Seller confirms that spare parts for the Equipment will be available at reasonable prices through Seller or the parts manufacturer for the ten (10) year period following Final Acceptance (reasonable prices shall be prices that are substantially similar to prices for such part at the date of this Contract, as adjusted for normal inflation affecting all parts generally).

2.6 Seller Personnel. Seller shall provide an adequate number of qualified employees and competent supervisory staff, craftspersons and other personnel to perform the Work on a timely basis. Upon Buyer's request, Seller shall remove an employee or Subcontractor from the performance of the Work for incompetence or failure to cooperate. Seller shall take full responsibility for its own relations with its own employees and Subcontractors. Seller will endeavor to maintain continuity of its key personnel throughout all phases of the Work and will give prompt written notice to Buyer of any changes or anticipated changes in its key personnel.

### **ARTICLE 3 - PERMITS, LAWS, RULES, AND RELATED MATTERS**

#### **3.1 Compliance with Laws and Code Requirements.**

(a) The Seller shall keep itself fully informed of and shall fully comply, with and shall cause its Subcontractors to fully comply, all laws in connection with the Work performed under this Contract, including without limitation environmental laws, occupational safety and health laws, ordinances, rules, codes, orders, regulations, permits and other binding determinations of any government or governmental authority, department or agency having jurisdiction relating to the Seller's or a Subcontractor's presence on the Plant Site, supply of Equipment, performing services, the conduct of its business, the Plant Site or any other matter relating to this Contract (collectively, the "Laws"). Evidence of compliance with the Laws will be furnished by the Seller to Buyer at such times as Buyer may reasonably request.

(b) This also includes, without limitation, obtaining or making all approvals and filings, complying with country-of-origin requirements under applicable Laws and any duty preference programs, and, upon request, Seller will submit to Buyer evidence of such compliance. If equipment or parts purchased by Seller under this Contract are manufactured in a country other than the United States

of America, Seller will mark the equipment "Made in [country of origin]". In accordance with U.S. Customs Law, markings shall be permanent as the nature of the product will permit and located in a conspicuous place, easily available to U.S. Customs inspection upon arrival in the United States. If such equipment is of a nature whereby marking is impossible, a securely affixed tag with country of origin named shall suffice. At Buyer's request, Seller shall certify in writing its compliance with this provision. Seller agrees to indemnify and hold Buyer harmless from and against any liability claims, demands, fines, penalties, or expenses arising from or relating to Seller's noncompliance with this section. If Seller retains Subcontractors to perform work or provide products in connection with this Contract, the Seller will use only Subcontractors that will adhere to the requirements of this section. The Seller shall monitor Subcontractor's compliance. Failure by Seller to adhere to this provision shall be a material breach of this Contract and Buyer shall have the right to immediate termination of the Contract without liability.

Seller will comply with all applicable export control and economic sanctions laws and regulations when providing the Work hereunder. Seller will identify any Equipment that may be subject to any export control requirements, including the U.S. Export Administration Regulations (15 CFR 730-744) or the International Traffic and Arms Regulations (22 CFR 120 ET SEQ), and will provide the classification numbers or categories associated with those items. Seller will also comply with all laws, rules, regulations, and requirements which prohibit dealings and transactions with certain countries, territories, organizations, entities, or individuals subject to economic sanctions by any governmental entity including, but not limited to, the U.S. Government.

(c) The Seller shall promptly notify Buyer if: (a) it or any Subcontractor is served with notice of a material violation of any Laws; or (b) Seller becomes aware that the Equipment is not in compliance with applicable Laws.

(d) Unless Seller is exempt or unless the Fair Labor Standards Act (FLSA) is inapplicable, Seller's invoices for the Work shall state thereon, "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 5, 7 and 12 of the FLSA, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof." Upon Buyer's request, Seller will furnish it with a certificate satisfactory in form to Buyer that Equipment furnished by Seller and/or its Subcontractors in performance of this Contract was produced in full compliance with the above. Before and at the time Equipment is shipped, Seller shall give Buyer sufficient warning in writing (including, without limitation, appropriate labels on all Equipment, containers, and packing, and including, without limitation, disposal and recycling instructions, material safety data sheets and certificates of analysis) of any restricted or Hazardous Material (as defined in Annex N) in accordance with all applicable Laws, that is an ingredient or part of the Equipment, together with any special handling instructions that are needed to advise carriers, Buyer, and their subcontractors and employees how to take appropriate measures while handling, transporting, processing, using or disposing of it or its containers and packing. In any case, the Seller will be liable for any consequences that might derive from non-compliance with the Laws including, but not limited to, in connection with the transport, handling, import or any other issues related to hazardous or restricted materials.

3.2 Equal Opportunity Employer. Unless exempt, Seller and any Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, Seller and any Subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. Unless Seller is exempt, Seller must comply with the Equal Opportunity Clauses set forth in 41 CFR §60-1.4(a), 41 CFR §60-250.5(a), 41 CFR §60-300.5(a), and 41 CFR §60-741.5(a); the provisions of 41 CFR §61-250.10 and 41 CFR §61-300.10 (both of which relate to veterans' employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). Seller may be required by Applicable Law to develop affirmative action programs and comply with other provisions of the regulations at 41 CFR Part 60 as well.

3.3 Licenses and Permit. The Seller shall secure and pay for, and comply with, all permits, licenses, qualifications, governmental fees, and inspections necessary for the proper execution and completion of the Work, except to the extent Buyer expressly states in writing that a permit will be obtained by Buyer. Seller represents and warrants that at the time of submission of its quotation for performance of the Work, it and its Subcontractors were 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 the Warranty Period). Proof of such permits, certificates, or licenses shall be submitted to Buyer.

3.4 Non-Solicitation. Seller agrees that during the term of this Contract and for a period of six (6) months after the Final Acceptance of the Work, the Seller shall not, individually or on behalf of any other person or entity, directly or indirectly, hire, or solicit or encourage (including, but not limited to, raising wage rates or benefits for the purpose of encouraging other workers to leave their employment) any officer or employee of any design professional, contractor, subcontractor or supplier on the Plant, who personally spent more than 10% of his or her annual average working time over the last twelve (12) calendar months working on any part of the Plant, to leave his or her employment, or provide names or other information about such parties' officers and employees to any person or company under circumstances which could lead to the use of that information for purposes of recruiting, hiring, soliciting or encouraging any such officer or employee to leave the employment or service of any other contractor, subcontractor or supplier on the Plant.

3.5 Labor Matters.

(a) The Seller shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. Buyer shall have no authority to, on behalf of Seller or otherwise, hire, discharge, promote, suspend, or otherwise discipline any Seller employee. Buyer shall have the right to refuse access to its property, for any reason, to any Seller or Subcontractor employee or agent, and Buyer shall have the right, at any time for any reason, to have removed from its premises any person, including any employee or agent of Seller or Subcontractors. When directed by Buyer, Seller shall cause such employee or agent to be removed from Buyer's property.

(b) Seller agrees that it and its Subcontractors will comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, or any subsequent legislation which regulates the employment of aliens. Seller will not knowingly employ or knowingly

allow any of its Subcontractors to employ, any illegal or undocumented aliens to perform any services or work in connection with this Contract.

#### **ARTICLE 4- TIMING OF THE WORK**

4.1 Time of Performance. Seller shall begin the Work and shall complete the Work at the times set forth on Annex B Schedule and Milestone Dates. TIME IS OF THE ESSENCE as regards Seller's performance of the Work and the time limits stated in the Contract.

4.2 Contract Schedule. Promptly after the execution of this Contract, Seller shall provide its schedule and will periodically update same and other necessary schedules in the interest of planning for the completion of the Work in the most expeditious and economical manner, consistent with any milestone and completion dates set forth on Annex B. Seller shall comply with all progress reporting requirements reasonably requested by Buyer.

4.3 Liquidated Damages for Late Delivery of Equipment. In case the Seller should fail to meet the date of delivery for any portion of the Equipment or Work set forth in the Contract Documents due to reasons attributable to the Seller, the Buyer is entitled to claim liquidated damages per full week of delay in an amount equivalent to zero point five percent (0.5%) of the Contract Price, provided, however that the total amount of said liquidated damages shall not exceed ten percent (10%) of the price for Contract Price as stipulated in Article 5 hereof.

4.4 If liquidated damages are assessed by Buyer, payment of the aforesaid liquidated damages by the Seller shall constitute sole, full, and final remedy and satisfaction of all the Buyer's claims possibly resulting from the delay(s) in question.

#### **ARTICLE 5 - CONTRACT PRICE**

The "Contract Price" is USD \$ [REDACTED] (in words: [REDACTED] and No/100 U.S. Dollars). The break-down of the Contract Price is set forth in Annex A1. The Contract Price is Seller's full compensation for the full and complete performance by Seller of all Work and compliance with all terms and conditions of this Contract. The Contract Price shall be inclusive of amounts due to Seller, including but not limited to, all taxes (subject to Article 21), duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Contract.

#### **ARTICLE 6 - PAYMENT TERMS**

6.1 Payments. All payments shall be made in accordance with the conditions stated hereunder. All payments under this Contract will be due within sixty (60) days after receipt by the Buyer of a proper invoice for such payment, and upon receipt by Buyer of all the respective documents and requirements herein with respect to such payment.

6.2 Terms of Payment. The Contract Price shall be paid in accordance with the conditions and proportions set forth in this Section 6.2.



(a) Advance Payment: An Advance Payment in the amount of USD \$ [REDACTED], which amount represents ten percent (10%) of the Contract Price, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller within sixty (60) days after receipt of the following documents:

(i) Pro-forma Invoice (One (1) electronic copy) covering one hundred percent (100%) of the Contract Price;

(ii) One (1) electronic copy of Seller's commercial invoice covering ten percent (10%) of the price for the Contract Price;

(iii) Standby Letter of Credit as Advance-Payment security in the amount of USD \$ [REDACTED], which amounts represents ten percent (10%) of the Contract Price, in accordance with the specimen enclosed in Annex K to this Contract; and

(iv) Standby Letter of Credit as Performance security on behalf of the Seller that the terms of the Contract shall be complied with in each and every particular instance in the amount of USD \$ [REDACTED], which amount represents hundred percent (100%) of the Contract Price, in accordance with the specimen enclosed in Annex K to this Contract.

(b) Payment against delivery of Technical Documentation: A total amount of USD \$ [REDACTED], which amount represents five percent (5%) of the Contract Price, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after all of the Technical Documentation has been delivered to the Buyer and within sixty (60) days after receipt of the following documents:

(i) One (1) electronic copy of Seller's commercial invoice showing the five percent (5%) of the Contract Price; and

(ii) A written statement duly signed by the Seller stating that all the Technical Documentation has been delivered.

(c) Payments against delivery of the Equipment, Commissioning and Acceptance:

(i) Delivery: An amount of USD \$ [REDACTED], which amount represents fifty-five percent (55%) of the Contract Price, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after final delivery of the Equipment at the Plant Site and within sixty (60) days after receipt of the following documents:

(A) One (1) electronic copy of Seller's commercial invoice showing the fifty-five percent (55%) of the Contract Price, and showing the description, quantity, unit price, total amount, and Contract Number;

(B) One (1) electronic copy of the quality certificate(s) issued by the manufacturer(s) of the Seller or Seller's own workshop(s) and signed by Seller or Seller's representative;

(C) If applicable, all the relevant documentation which proves that the imported Equipment has been imported into the U.S.A. in compliance with applicable Laws;

(D) One (1) electronic copy of one of the original of packing list identifying contents of each package; and

(E) One (1) electronic copy of the original Certificate of Delivery issued by the Buyer.

(ii) Commissioning: An amount of USD \$ [REDACTED], which represents fifteen percent (15%) of the Contract Price, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller within sixty (60) days after receipt of and against presentation of the following documents:

(A) One (1) electronic copy of Seller's commercial invoice(s) showing the fifteen percent (15%) of the Contract Price, and

(B) One (1) electronic copy of the original Commissioning Completion Certificate signed by Buyer.

(iii) Final Acceptance: An amount of USD \$ [REDACTED], which amount represents fifteen percent (15%) of the Contract Price, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after Final Acceptance and within sixty (60) days after receipt of the following documents:

(A) One (1) electronic copy of Seller's commercial invoice(s) showing the fifteen percent (15%) of the Contract Price;

(B) One (1) electronic copy of the original Certificate of Acceptance signed by the Buyer; and

(C) Standby Letter of Credit as warranty security for ten percent (10%) of the Contract Price in accordance with the specimen enclosed in Annex K. The Standby Letter of Credit for Warranty shall be in place for the Warranty Period.

6.3 Right to Audit. Buyer and its representatives shall have the right to audit, copy and inspect any records and accounts of Seller relating to the payment obligations of Buyer and to Seller's performance of its obligations hereunder during the course of the Work and for a period of one (1) year after the end of the Warranty Period. Buyer shall bear the expense of any audit unless otherwise agreed by the Parties or unless the audit discloses errors in Buyer's favor. Any overcharges disclosed by an audit will be subject to reimbursement to Buyer plus interest accruing at the rate of 1% per month from the date the overcharge occurred.

6.4 Right to Withhold Payment. Buyer may withhold payment to such an extent as may be necessary to protect itself from loss on account of any of the following causes: (a) defective Work not remedied; (b) evidence indicating probable filing of claims by other parties relating to the Work; (c) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (d) reasonable evidence that the Work cannot be completed within the agreed upon time, and the unpaid



balance would not be adequate to cover actual damages for anticipated delay; or (e) failure to carry out the Work in accordance with the Contract. Buyer, without waiver or limitation of any rights or remedies of Buyer shall be entitled from time to time to deduct any and all amounts owed by Seller to Buyer in connection with this Contract from any amounts due or owing by Buyer to Seller in connection with this Contract (or any other contract with Buyer).

6.5 Payment Not Acceptance. No payment made to the Seller, or partial or entire use of occupancy of the Work by the Buyer, shall be an acceptance of any Work not in accordance with the Contract.

6.6 Stand-By Letter of Credits; Bonds. Unless waived in writing by the Buyer, the Seller shall provide the following: (a) any advance payment from Buyer to Seller shall be secured by a Standby Letter of Credit for the amount of such advance payment (shall be valid until Final Acceptance); (b) a Standby Letter of Credit for the performance of the Contract in the amount of ten percent (10%) of the Contract Price (shall be valid until Final Acceptance); (c) a Standby Letter of Credit for warranty claims in the amount of ten percent (10%) of the Contract Price (shall be valid until expiration of the Warranty Period provided herein). The costs of all Standby Letters of Credit shall be paid by Seller and at no cost to Buyer. In lieu of the foregoing requirements, at the sole option of Buyer: (i) the Seller shall furnish payment and performance bonds, both of which shall be equal to one hundred percent (100%) of the Contract Price and such bonds shall remain in place until Final Acceptance; and/or (ii) upon Final Acceptance, Seller shall furnish Buyer with a warranty bond in the amount of ten percent (10%) of the Contract Price, which shall remain in effect through the Warranty Period. All standby letters of credit or bonds required hereunder shall be issued by a first-class bank or surety acceptable to Buyer and in the form set forth in Annex K Specimens of Standby Letters of Credit, Bonds and Lien Waivers.

6.7 Lien Waivers. With each progress payment invoice submitted by Seller, Seller shall furnish partial lien waivers, releases and affidavits executed by Seller and its Subcontractors in the form set forth on Annex K, and with the Seller's invoice for final payment, Seller shall furnish final lien waivers, releases and affidavits executed by Seller and its Subcontractors in the form set forth on Annex K. Each invoice shall be accompanied by such further evidence as Buyer may request showing that all labor and materials furnished and equipment used during the period covered by any progress invoice or other invoice have been paid in full, and that the Work is not subject to liens or claims on account thereof. Buyer may withhold payment of invoices until Seller furnishes such evidence.

6.8 No Liens. This shall be a "no lien" project. Seller and Subcontractors shall not file any materialmen's or mechanics' liens, and they hereby waive all rights to such liens on the Plant. Seller shall discharge at once, or bond or otherwise secure, to Buyer's satisfaction, all laborers', mechanics' or materialmen's liens, or any other lien, claim (including, without limitation, attorney's fees), charges, or encumbrances, of whatever kind which may be filed, asserted or maintained by any Subcontractors or any of their respective employees, agents, or vendors and subcontractors against the Work, or to the extent applicable to Seller, the Plant, the Plant Site, any other property of Buyer and/or any monies retained by Buyer or due or to become due from Buyer to Seller or to any Subcontractors or any of their respective employees, agents, or vendors and subcontractors arising out of Work performed by Seller or by such Subcontractors and/or out of materials, services or equipment furnished by Seller or by such Subcontractors, under or in connection with this Contract or in connection with the Work and the Plant. Seller, and its principals and guarantors, affirm that they are aware of and will comply with all State laws requiring Seller to use the payments, funds, or proceeds received from Buyer or on Buyer's behalf, to first pay all claims, demands for payment, and/or all amounts due to Seller's suppliers, Subcontractors, and labors. Any and all payments received from Buyer or on Buyer's behalf are expressly held in trust by

Seller, for the benefit of Buyer, until Seller has paid all amounts due to Seller's suppliers, Subcontractors, and laborers. Use of any proceeds, funds, or payments received by Seller from Buyer before payment of all amounts owed to Seller's suppliers, Subcontractors, or laborers, shall constitute a breach of the Seller's fiduciary duties, and defalcation of trust funds in violation of the contract and applicable statutes. Any debt that arises out of the Seller's breach of fiduciary duties and defalcation of trust funds is non-dischargeable in bankruptcy.

## **ARTICLE 7 - DELIVERY AND TERMS OF DELIVERY**

7.1 Delivery of Equipment. The Seller shall deliver the Equipment and the Technical Documentation on the basis DDP Plant Site according to the INCOTERMS 2000 (ICC 2000) and unload the same at the Plant Site at the location specified on Annex C Scope of Work. The Seller shall apply in writing to the Buyer for permission to deliver the Equipment or any part thereof four (4) weeks prior to readiness for shipment. No Equipment may be delivered without written permission from the Buyer. The Equipment shall be delivered to Buyer in accordance with the packing, marking, and shipping requirements set forth on Annex H Packing, Marking and Shipping Requirements.

7.2 Title to Equipment. The title of ownership of any part of the Equipment will pass from the Seller to the Buyer upon arrival of the Equipment and/or part of Equipment on the Plant Site; provided, however, to the extent Buyer makes any payments to the Seller for the Equipment or any other deliverable hereunder prior to delivery (through a progress payment), upon the making of any such progress payment, title to all such Equipment, including all materials, parts, work-in-process, documents or any other item acquired, produced or used in connection with the manufacture of the Equipment, whether now existing or hereafter acquired or arising, and the products and proceeds thereof (including insurance proceeds payable by reason of loss or damage thereto) shall forthwith vest in Buyer to the extent such payments are attributable to that portion of the Equipment. Buyer's interest in the Equipment shall be free and clear of all liens, claims, security interests or encumbrances of Seller and any other person or entity.

7.3 Risk of Loss. Notwithstanding the passage of title as set forth in Section 7.2, the Seller shall be responsible for the care of the Equipment and any portion or section thereof until Final Acceptance in accordance with the Contract, and the risk of loss shall be Seller's until Final Acceptance. In the event that any part of the Equipment shall suffer loss or damage while the Seller has responsibility for the care thereof, the same shall be made good by the Seller. Seller shall also be responsible for any equipment, components, tools, or other similar items entrusted or provided to the Seller by the Buyer, and any equipment, components, tools, and other items brought onto the Plant Site by the Seller or Seller's Subcontractors.

## **ARTICLE 8 - DELIVERY OF DOCUMENTATION**

Seller will provide Buyer, at no additional cost to Buyer, (i) operation, maintenance, and training manuals (written in the English language) in a form and content acceptable to Buyer, (ii) copies of all specifications relating to the Equipment, including but not limited to materials, components and assemblies comprising the Equipment, and layouts, drawings, diagrams and models of the Equipment; (iii) any other Technical Documentation required to be delivered pursuant to the Contract; and (iv) Seller shall comply with the requirements of Annex J Technical Documentation Specifications, if any, and with the technical documentation specifications set forth on Annex C. In addition, Seller shall promptly provide Buyer with all specifications relating to requirements necessary for the proper set up of the Equipment, including necessary floor loads to hold the Equipment, height, depth, and width requirements,

electrical, power, water, and heating requirements, and any and all other requirements necessary to properly and safely install, set up, maintain, and operate the Equipment. The operating and maintenance manuals shall be in a comprehensive and functionally structured form that is required to allow comprehensive operation and maintenance of the Equipment. Notwithstanding the review by the Buyer of documents submitted by the Seller, the Seller shall be responsible for any errors, omissions, or discrepancies therein. Seller shall promptly notify Buyer of any errors and inadequacies Seller, or any Subcontractor has discovered in such documents.

## **ARTICLE 9 - SECURITY INTEREST**

Buyer hereby reserves, and Seller hereby grants to Buyer, a security interest in the Equipment to the extent, and in the amount, of the payments made by Buyer to Seller under this Contract in advance of delivery of the Equipment. As used in this Article, "Equipment" includes the Equipment in its fully completed or partially completed form, and any and all subassemblies, component parts and/or materials which are acquired by Seller for use in the manufacture of the Equipment. Seller hereby authorizes Buyer, and agrees to assist Buyer upon request, in filing a financing statement or any other document necessary to enable Buyer to perfect and continue a security interest in the Equipment in which Buyer has a security interest. Seller agrees to segregate the Equipment in which Buyer has a security interest from Seller's other property and shall attach or affix thereto an identification specifying that the Equipment is the property of Buyer. Seller shall not permit any liens or encumbrances to be placed upon any such Equipment and shall cause any such liens or encumbrances to be promptly discharged.

## **ARTICLE 10 - ENGINEERING, DRAWINGS AND MANUALS**

10.1 Engineering. Unless otherwise provided in Annex C Scope of Work, the Seller shall be responsible for the engineering of the Equipment in accordance with the requirements of the Contract. The engineering services provided by Seller under this Contract shall meet the industry standards of professional care and skill ordinarily used by members of the engineering profession practicing under similar conditions on first class, state of the art projects, with respect to design and engineering, and incorporating the most advanced reliable technology and processes. If the Seller is required by the Contract or is instructed by the Buyer to comply with any detailed engineering provided by the Buyer, the Seller shall be responsible for the correct incorporation of such engineering unless within a reasonable period of time after receipt thereof Seller shall have given notice to the Buyer of any inadequacies, or time or cost impact, the Seller perceives in the engineering.

10.2 Meetings; Drawings. The Seller shall carry out the engineering and engineering liaison meetings to the extent necessary to comply with the engineering and quality standards required by this Contract, and such other meetings at the request of and at the location designated by the Buyer. The Seller shall submit to the Buyer for review all drawings, and other technical data or information, and the Buyer shall have the right to inspect all drawings produced by the Seller or any Subcontractor of any part of the Equipment.

## **ARTICLE 11 - ASSIGNMENT**

11.1 Assignment. The rights of the Seller under this Contract may not be assigned, and its obligations hereunder may not be delegated without the prior written consent of Buyer which consent may be withheld for any reason. Buyer may assign or collaterally assign, in whole or in part, its rights, interests and obligations hereunder without limitation (i) to any of its affiliates or to any lender for the

Plant or to their respective affiliates, and (ii) subject to Seller's prior written consent which shall not be unreasonably withheld or delayed, to any other person. Seller shall execute all consents and acknowledgments reasonably requested by Buyer to affect such assignments.

11.2 Subcontracting. The Seller shall not subcontract any part of the work under the Contract in contradiction to the Subcontractor list approved by Buyer in writing. The Seller shall be responsible for the acts, defaults, and neglects of any of each Subcontractor, its agents, servants and/or workmen as fully as if they were the acts, defaults, or neglects of the Seller and/or its agents, servants, or workmen. Seller shall ensure that its Subcontractors comply with the provisions of the Contract, insofar as they apply to the subcontracted Work or to the goods and materials to be supplied. All references herein to duties and obligations of Seller shall be deemed to pertain also to all Subcontractors, to the extent applicable. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and Buyer. In the event that the Seller intends to subcontract services or supplies under the Contract, the Seller shall consider in its inquiries Buyer affiliated companies. If requested by the Seller, the Buyer shall provide the Seller with the names and contact details of such companies. The Seller shall use reasonable efforts to consider such companies as Subcontractors, provided that their offers are competitive.

## **ARTICLE 12 - INSPECTIONS AND TESTING**

12.1 Inspection and Test of Work. Seller shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by the Contract Documents. Seller shall furnish Buyer with documentation satisfactory to Buyer in every respect of the results of all inspections and tests. Buyer shall be given not less than five (5) working days' notice of any tests to be made by Seller and its Subcontractors in order that Buyer may witness any such tests. All test protocols and procedures are to be reviewed and approved in advance by Buyer.

12.2 Right to Inspect. Buyer, as well as others as may be required by applicable laws, ordinances, and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies and equipment for the Work at Seller's and the Subcontractors' shops for conformance with the Contract. Seller shall provide, or cause to be provided access and sufficient, safe, and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials, or equipment, nor approval of or payment to Seller for such Work, materials or equipment shall prejudice the rights of Buyer. Seller shall bear all costs of tests and inspections required by the Contract Documents, or by applicable laws, ordinances, or regulations.

12.3 Uncovering Work and Restoration. If Seller covers any portion of the Work prior to any inspection or test provided for in the Contract, by Law, or an agreed upon inspection schedule, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by Seller. Re-examination of any of the Work may be ordered by Buyer. In the event of such re-examination, if any part of the Work is determined by Buyer to be defective, Seller shall not be reimbursed for uncovering, repair, or corrective and restoration costs. If such Work is found to be in accordance with the Contract Documents requirements upon such re-examination, Buyer shall pay Seller the cost of uncovering and restoration.

## **ARTICLE 13 - ACCEPTANCE**

13.1 Certificate of Completion; Certificate of Acceptance. When Seller deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified

in this Contract, Seller shall, within ten (10) working days thereafter, give a written "Certificate of Completion" of the Work to Buyer, specifying the Work completed and the date it was completed. After receipt of Seller's Certificate of Completion, Buyer may inspect the Work and either reject the notice of completion and specify defective or uncompleted portions of the Work or give the Seller a written "Certificate of Acceptance" of the Work.

13.2 Correction of Defects. In the event Buyer rejects the Certificate of Completion and specifies defective or uncompleted portions of the Work, Seller shall within five (5) working days of such notification, provide for Buyer's review and approval, a schedule detailing when all defects will be corrected and/or the Work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Seller shall again give Buyer a written Certificate of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Seller written Certificate of Acceptance.

13.3 Final Acceptance. "Final Acceptance" shall not have occurred until (i) Seller has corrected all deficiencies related to the Equipment and Buyer has issued a "Certificate of Acceptance" which shall not be unreasonably withheld, (ii) Seller has provided all documentation pursuant to this Contract, (iii) Seller provides evidence satisfactory to Buyer, including lien waivers, releases and affidavits, as required in Article 6, that all of Seller's Subcontractors have been paid, and (iv) Seller has satisfied such other requirements as are specified in the Contract.

13.4 No Implied Acceptance. Any failure by Buyer to inspect or to reject the Work or to reject Seller's notice of completion, as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Buyer nor imply acceptance of, or agreement with, the Certificate of Completion.

## ARTICLE 14 - WARRANTY

14.1 Warranty. Seller guarantees to Buyer that (i) the Work shall comply strictly with the provisions of this Contract and all specifications and drawings referred to in this Contract or thereafter furnished by Buyer, and that the Work shall be first-class in every particular manner and free from defects in materials and workmanship and in any design or engineering furnished by Seller and its Subcontractors and fit for its intended purpose; (ii) all materials, equipment and supplies furnished by Seller and its Subcontractors for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes; and (iii) all computer software provided as part of the Equipment will be free of any harmful programs or data incorporated into the software that disrupts the proper operation of the software.

14.2 Correction of Defects. The Seller shall promptly correct Work rejected by the Buyer or failing to conform to the requirements of the Contract Documents, whether observed before or after Final Acceptance and whether or not fabricated, installed, or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract within the Warranty Period. The Seller shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for services and expenses made necessary thereby, and Seller is liable to compensate Buyer for all damages arising from the defective or non-conforming work. If the Seller, after notice, fails to proceed promptly to correct defective Work in accordance with the Contract, the Buyer may have the defects (including the replacement parts) corrected and the Seller shall be liable for all expense incurred. Should any minor defects to the Equipment occur (or defects requiring urgent correction) during the Warranty Period, the Buyer will have the right to repair such defects at Seller's cost, and without prejudice to any other rights it may have hereunder. If Buyer prefers to accept the Work which is not in accordance with



the requirements of the Contract, Buyer may do so instead of requiring correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

14.3 Warranty Period. As used herein, the "Warranty Period" means thirty-six (36) months after Final Acceptance unless otherwise provided in Annex C Scope of Work. If during the Warranty Period operation of the plant or of the affected piece of equipment has to be stopped due to the repair or replacement of defective Equipment, the Warranty Period shall be extended for the affected part or the complete Equipment, as the case may be, for the duration of interruption. The Warranty Period for replaced parts of Equipment is twenty-four (24) months after the completed repair or replacement but in no event shall expire earlier than the end of the Warranty Period stipulated in this Article 14.

14.4 No Other Limitation. The establishment of a Warranty Period herein relates only to the specific obligation of the Seller to repair or correct the Equipment, or the costs to repair, with respect to a claim for defects, and shall not limit the time period for which Buyer may seek its indemnification rights under Article 17 for damages that may arise in connection with such defects, or the time period which Buyer may seek recovery for claims for any other damages or losses by Buyer (i) pursuant to any indemnification obligation herein; or (ii) arising from a breach of this Contract by Seller that relates directly to a defect in the Equipment.

## ARTICLE 15 - CHANGES

15.1 Notice of Change. The Scope of Work shall be subject to change by additions, deletions, reductions, or revisions by Buyer ("Change"). Seller will be notified of such Changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders. Pricing for Change. Seller shall submit to Buyer within ten (10) working days after receipt of notice of a Change, a detailed statement of pricing with supporting calculations and pricing for the Change together with any adjustments in the schedule required for the performance related to the Equipment as changed. The pricing shall be itemized as required by Buyer and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the Change, whether such work was deleted, reduced, added, or modified. Amounts related to subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, a justification shall also be furnished. Should a deletion or reduction in the performance required hereunder be ordered, there shall be a corresponding reduction in the Contract Price in an amount to be determined by good faith negotiation between Buyer and Seller.

15.3 Buyer Approval of Change. Seller shall not perform Changes in the Work until Buyer has approved in writing the pricing for the Change and any adjustment in the schedule for performance of the Equipment, except as set forth in Section 15.4. Upon receiving such written approval from Buyer, Seller shall diligently perform the Change so stated in such Change order in strict accordance with this Contract. Buyer shall not be liable for, and Seller hereby waives, any claim or potential claim of Seller which was not approved by Buyer in accordance with the provisions of this Section 15.3.

15.4 Disputes; Change Directive. Seller shall not suspend performance of the Work during the review and negotiation of any such Change, except as may be directed by Buyer. In the event the Change must be performed immediately, and Buyer and Seller are unable to reach agreement for pricing of a Change or time for performance of the Change, Buyer may issue a change directive directing Seller to perform the change in the requested time frame. Upon receipt of the change directive, Seller shall immediately commence performance of the Change and alert Buyer of any dispute regarding the pricing



for the Change or time of performance. In such event the Seller shall keep contemporary records of the cost of making the Change. Such records shall be open to inspection by Buyer and may be used to make a final determination of the value of the Change. With respect to a change directive, Seller shall be entitled to fair and reasonable compensation based upon its costs in connection with the change directive.

**ARTICLE 16- INSURANCE**

16.1 Seller Furnished Insurance.

(a) Without limiting any of the other obligations or liabilities of the Seller under this Contract, Seller will at all times carry and continuously maintain at its own expense at least the minimum insurance coverages set forth below, in each case with insurance companies and terms and conditions reasonably acceptable to Buyer. Occurrence-based Commercial General Liability, Business Automobile Liability, statutory Workers' Compensation and Employer's Liability insurance shall be maintained by Seller until Final Acceptance:

(i) Commercial General Liability:

Bodily injury and property damage	\$1 million per occurrence
Products/completed operations	\$1 million per occurrence
General aggregate	\$2 million
Products/completed operations aggregate	\$4 million

Products/completed operations coverage shall be maintained during the term of the Contract and for 3 years after Final Acceptance

(ii) Business Automobile Liability \$1 million per occurrence

(iii) Workers' Compensation Statutory limit with

Employer's Liability coverage of:

Bodily injury by accident, each accident	\$1 million
Bodily injury by disease, each employee	\$1 million
Bodily injury by disease, policy limit	\$1 million

U.S. Longshore & Harbor Workers' Compensation Act Statutory limit

Jones Act \$1 million

(iv) Excess Liability:

Excess per occurrence and general aggregate	\$5 million
Excess products/completed operations	\$5 million
Completed operations extended 3 years	

(Excess to Employer's Liability, Commercial General Liability, and Business Automobile Liability.)

(v) Professional Liability errors and omissions (if Seller or any Subcontractor provides engineering services in its Scope of Work):

insurance coverage to be provided by Seller      \$5 million  
per claim

Professional Liability insurance, including "errors and omissions" coverage, shall be maintained by Seller during the term of the Contract and for (13) years following the date of Final Acceptance.

(vi) Seller shall, in addition, to the above-described insurance, also provide replacement cost value transport insurance (including marine transport insurance if applicable) for the Equipment until arrival at the Plant Site as per institute Cargo Clauses (A) and shall name Buyer as a beneficiary of such coverage in the event that Buyer suffers a loss hereunder.

(b) Insurance carried in accordance with this Section 16.1, with the exception of Workers' Compensation, Professional Liability, and transport insurance, shall be endorsed to provide that the Buyer shall be included as additional insured, with the understanding in each case that any obligation imposed upon the insured (including the payment of premiums) shall be solely the obligation of Seller or its Subcontractors and not that of Buyer. The endorsement naming the additional insureds on Seller's Commercial General Liability insurance shall be ISO form CG 20 10 11 85. Inasmuch as such insurance is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

(c) With respect to all insurance maintained by Seller hereunder, (A) the interests of Buyer and Seller shall not be invalidated by any action or inaction of any other person, and Seller and Buyer shall be insured regardless of any breach or violation by the Seller or any other person of any warranties, declarations or conditions contained in such policies; (B) all deductibles or self-insured retentions shall be in amounts acceptable to Buyer but shall be paid by Seller; (C) such insurance shall be primary without right of contribution of any other insurance or self-insurance carried by or on behalf of Seller or Buyer with respect to their interest in the Plant; and (D) if such insurance is cancelled by the insurer for any reason whatsoever (including nonpayment of premium) or any substantial change is made in the coverage that affects the interests of Seller and Buyer, such insurance shall nonetheless remain effective for thirty (30) days after receipt of written notice to Buyer sent by registered mail from such insurer of such cancellation or change.

(d) Seller shall furnish Buyer prior to the date that Seller signs this Contract, and on any coverage renewal date, approved certificates of all insurance required hereby executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. The certificates of insurance shall evidence that the insurance required is in effect, identify the underwriters, the type of insurance, the insurance limits (including applicable deductibles), and the policy term, and shall specifically list the special provisions enumerated for such insurance required by this section. The insurance certificates shall provide that not less than thirty (30) days advance written notice will be given to Buyer prior to any cancellation, reduction, or restrictive

modification of the coverage. Upon request, Seller shall furnish Buyer with copies of all insurance policies, binders, endorsements, cover notes and other evidence of such insurance obtained by Seller.

(e) The Seller shall not perform any Work under the Contract unless appropriate insurance pursuant to this Article is obtained.

(f) Waivers of subrogation from Seller and its Subcontractors shall be provided in favor of Buyer on Commercial General Liability, Business Automobile Liability, Workers' Compensation/Employer's Liability, Umbrella/Excess Liability, and all other liability policies carried and maintained by Seller and its Subcontractors with the exception of Professional Liability insurance.

(g) Unless otherwise agreed by Buyer, the Seller shall include in each subcontract and purchase order it enters into provisions and insurance requirements not less favorable to Buyer than those contained in this Section 16.1.

## **ARTICLE 17 - INDEMNIFICATION**

Except as otherwise prohibited by applicable law, Seller shall defend, indemnify and hold harmless the Buyer, and Buyer's officers, directors, managers, agents and employees, (collectively, the "Buyer Indemnified Parties") from and against all claims, actions, causes of action, suits, damages, losses, and expenses of any nature, including but not limited to attorneys' fees, arising out of, or claimed to have arisen out of, resulting from or otherwise relating to the Work of Seller or the Seller's performance or nonperformance of the Contract (i) caused in whole or in part by any negligent act (or otherwise wrongful act or omission or breach of this Contract) of the Seller, or any Subcontractor, or anyone directly or indirectly employed or engaged by any of them, (the "Seller Parties") even if caused in part by a person, firm or entity to be indemnified hereunder; (ii) arising from a violation of any Law by any of the Seller Parties; (iii) arising from a violation of any Environmental Requirements by any of the Seller Parties; or (iv) arising out of claims for infringement or alleged infringement of any Intellectual Property Rights arising out of the acquisition or use by Buyer of any Intellectual Property designed or procured by or for Seller. Seller shall be liable for all such acts and/or omissions of Subcontractors or other third parties whose services and/or supplies Seller uses in the performance of this Contract in the same way as for Seller's own acts or omissions. In any and all claims against Buyer or any of the other Buyer Indemnified Parties by any employee (or the survivor or personal representative of such employee) of Seller, any Subcontractor, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Seller or any such Subcontractor, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 18 - TERMINATION**

18.1 Termination For Cause. Buyer may immediately terminate this Contract for any breach of the Contract by Seller, which remains uncured to the satisfaction of the Buyer within twenty (20) days after notice of such breach. The rights and remedies of Buyer under this Section shall be non-exclusive and shall be in addition to any and all other remedies available to Buyer at law or in equity. Also, in the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, or upon the inability of the Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then the Buyer

shall be entitled, at its sole option, to cancel any unfilled part of this Contract without any liability whatsoever. Each of the foregoing reasons for termination shall be deemed a termination for cause. In the event of a termination for cause, Buyer shall be relieved of all of its duties and obligations hereunder, including without limitation, its obligation to pay Seller for work performed hereunder, except for the portion of the Contract Price which relates to any Equipment retained by Buyer (less any damages incurred by Buyer as a result of the breach). In the event Buyer terminates this Contract, in whole or in part, for cause, in addition to any other remedy hereunder or by law, Buyer may purchase similar replacement Equipment, and Seller shall reimburse Buyer for the reasonable costs of re-procuring similar replacement Equipment which exceed the original Contract Price attributable to the Equipment.

18.2 Termination For Convenience. Buyer reserves the right at any time by written notice to Seller, to terminate this Contract, without cause, irrespective of whether or not Seller is in default of any of its obligations under this Contract, whereupon Seller shall terminate work pursuant to the terms of such notice. To the extent the Equipment ordered hereunder has been assembled or is made specifically for Buyer, and cannot be sold to other purchasers, upon such termination without cause by Buyer, Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within thirty (30) days from the date of notification of the termination, and Buyer shall pay Seller the order price of finished work, and the cost to Seller, excluding profit or losses, of work in process and raw material, less, however (i) the agreed value of any items used or sold by Seller with Buyer's consent and (ii) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. As a condition precedent to receiving the payments set forth above, Seller shall assign to Buyer all the Seller's rights and interests in, and deliver to Buyer all papers, documents, agreements, and all completed Equipment parts and work in process relating to the Equipment, to the extent requested by Buyer, and transfer and deliver to Buyer all the Seller's rights and interests in all materials with respect thereto, whether on order, in transit, in the Seller's possession, or elsewhere. The payment provided for in this clause shall constitute Buyer's only liability in the event this Contract is terminated as provided above.

18.3 Suspension. Buyer reserves the right to stop or suspend the work hereunder at any time or times in Buyer's sole discretion, upon giving Seller written notice thereof. Should such stoppage or suspension occur which is not due to the fault of Seller, Buyer shall (i) pay Seller its additional documented costs, charges and expenses arising directly out of such stoppage or suspension, exclusive of overhead and actual or anticipated profits, and (ii) extend time of delivery for a period commensurate with the delay caused by such stoppage or suspension.

18.4 Wrongful Termination. Upon a determination by a court that Buyer's termination of Seller was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 18.2 and Seller's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth therein.

## **ARTICLE 19 - INTELLECTUAL PROPERTY**

19.1 No Infringement. The Seller shall ensure that neither the Equipment nor any work related thereto, its performance, and its use for the purpose contemplated in the Contract will, by reason of the supply or performance by the Seller or its Subcontractors of any portion of the Equipment,

constitute or result in any infringement or violation of any patent, trademark, service mark, copyright or other right (the "Intellectual Property Rights") to any intellectual property, technical information, know-how, data, documents, drawings, software, prototypes, materials, combinations or processes (the "Intellectual Property") or any law relating thereto.

19.2 Royalties and License Fees. Seller shall in no way obligate Buyer for any royalties or license fees applicable to the Equipment without the prior written consent of Buyer. Seller represents and warrants that it owns the right to use all Intellectual Property Rights and has procured any necessary licenses or agreements for equipment, materials, methods, processes, or systems comprising the Equipment. The Seller shall pay all royalties and license fees which relate to any material or process used or incorporated into the Equipment by Seller. Seller hereby grants Buyer at no extra cost a royalty-free, non-exclusive, irrevocable license under any Intellectual Property Rights wholly owned or controlled or hereafter owned or controlled by Seller in connection with the Equipment, to use in any manner in connection with the Buyer's business, including but not limited to, any repairs or subsequent sale or disposal of the Equipment.

19.3 Ownership of Materials. All materials which Seller or its Subcontractors prepares or develops specifically for Buyer in the performance and completion of the Equipment hereunder, including documents, calculations, financial or accounting information, maps, sketches, notices, reports, data, drawings, models and samples, and any and all inventions and copyrightable material contained therein, shall become the exclusive property of Buyer, subject to Seller's and its Subcontractors' right to use the same to perform the work related to the Equipment under this Contract. Seller agrees to execute all documents and to take all steps requested by Buyer, at Buyer's expense, which Buyer deems necessary or desirable to complete and perfect Buyer's said ownership and Buyer's property rights in said material. In the event Buyer is enjoined in such suit or proceeding from use of any item of Intellectual Property, Seller shall promptly (in addition to any other remedy Buyer available to Buyer) either (a) secure termination of the injunction and procure for Buyer the right to use such Intellectual Property, without any obligation or liability, or (b) replace such Intellectual Property with a non-infringing item of Intellectual Property, or modify same to become non-infringing, all at Seller's sole expense.

## **ARTICLE 20 – CONFIDENTIALITY; NO PUBLICITY**

20.1 Obligations. Seller shall treat all Confidential Information (hereinafter defined) as strictly confidential from the date of receipt, and Seller shall not use or disclose Confidential Information to any third parties, nor permit third parties to use or duplicate the same, except to the extent necessary for the performance of the Work in accordance with this Contract. Seller shall cause such third parties to enter into confidentiality agreements having the same content as this Article 20. Upon Buyer's request, Seller shall promptly deliver to Buyer or, at Buyer's option destroy, all written Confidential Information without retaining any copies, extracts, or other reproductions of such materials, and shall certify the return or destruction of such Confidential Information in writing to Buyer. The provisions of this Article 20 shall survive termination or expiration of this Contract for a period of 3 years .

20.2 Confidential Information Defined. The term "Confidential Information" means all information and materials disclosed by Buyer, or on Buyer's behalf, to Seller, including but not limited to, plans and specifications; designs; formula; methodologies; know-how; engineering data; processes; methods of manufacture; materials handling methods, procedures and improvements; information and materials concerning the Buyer's current, future or proposed products and services; financial, accounting, statistical and numerical information; the Buyer's customers and vendors; technical specifications; plans for business development; organizational data; marketing plans and strategies; sales data; and any and all



other information and materials relating to the Buyer's business. Seller acknowledges that such Confidential Information constitutes trade secrets of the Buyer. The foregoing shall not apply to plans, designs, data and information furnished directly or indirectly by Buyer hereunder which (i) are known to the public at the time of disclosure to Seller, (ii) became known to the public after disclosure to Seller through no fault of Seller or its Subcontractors or consultants, (iii) were rightfully acquired by Seller from a third party who was lawfully in possession of the information and was under no obligation to Buyer or any other party to maintain the confidentiality thereof, or (iv) are required to be disclosed by Seller by law, regulation or court order (provided, however, if an event described in (iv) arises, then Seller agrees to provide Buyer with written notice of such potential disclosure, and provide Buyer with a reasonable opportunity to secure the confidential protection thereof).

20.3 Other Disclosures; No Publicity. Seller agrees that it will treat this Contract and its terms and conditions and any other contract documents, all of which constitute trade secrets of the Buyer, as confidential and proprietary information of the Buyer and shall not permit release of the Contract or its terms and conditions or any other contract documents to other parties, or make any public announcement, publicity releases, or advertisements pertaining to this Contract, without the Buyer's prior written consent. If Buyer consents to release the Contract or any terms and conditions or any other contract documents to the Seller's subcontractors or consultants, Seller shall also require its Subcontractors and consultants to comply with this requirement of confidentiality.

20.4 Injunctive Relief. In the event of a reach or threatened breach by Seller or any of its Subcontractors or consultants of the provisions of this section or any other confidentiality provisions of the Contract, Buyer shall be entitled to an injunction restraining any or all of them from disclosing, in whole or in part, any of such confidential information to any other person or entity. Nothing herein shall be construed as prohibiting Buyer from pursuing any other remedies available to Buyer for such breach or threatened breach, including recovery of damages from Seller.

## **ARTICLE 21 - TAXES AND DUTIES**

### 21.1 Responsibility for Taxes.

(a) No State of Alabama or local sales or use tax shall be embedded within or added to the Contract Price. Seller has been provided with a copy of Buyer's Alabama sales and use tax direct pay permit (Permit # SDP-R08889624). Accordingly, Buyer shall be responsible for remitting any applicable State of Alabama or local sales and use tax to the appropriate taxing authority. Seller shall include in all of its contracts with Subcontractors a provision similar to this Article 21.

(b) If Buyer notifies Seller that a non-educational sales and use tax abatement is available to the Work and/or the furnishing of the Equipment, then Seller shall follow, and shall cause its Subcontractors to follow, the procedures set forth in this Section 21.1 and in Annex O. Buyer has been issued a Form STE-2 Sales and Use Tax Certificate of Exemption for the Project. Seller shall, and shall cause all of its Subcontractors to, submit an application for a Form STE-2 Sales and Use Tax Certificate of Exemption to the Alabama Department of Revenue, along with a written confirmation, to be provided by Buyer, stating that Seller and/or its Subcontractors will be making purchases of tangible personal property to be incorporated into the Project. See Annex O to the Contract for more specific information regarding the tax abatement procedures. In addition to any information contained in the



Annexes to this Contract, Seller shall be responsible for becoming and for its Subcontractors becoming knowledgeable of and adherent to the rules and regulations of the State of Alabama and Mobile County regarding the abatement of sales and use taxes and other taxes.

21.2 Seller's Own Taxes. With respect to the performance of the Work and/or the furnishing of Equipment, Seller and/or Subcontractors shall bear and pay its own expense any taxes, fees, duties, contributions and other charges levied inside or outside the United States in connection therewith, including, but not limited to: (a) net worth, business, value added, excise, storage, stamp duty and consumption taxes; licenses, permit and registration fees; and income, profit, remittance, franchise and ad valorem taxes; (b) employment taxes and contributions with respect to or measured by compensation (wages, salaries or other) paid to employees of Seller and its Subcontractors, including but not limited to, taxes and contributions for unemployment compensation insurance, old age benefits, welfare funds, pensions and annuities and disability insurance; and (c) export and import taxes, customs duties, license fees and other charges levied on the import portion of the Equipment, if any.

21.3 Taxpayer Identification Numbers. Buyer is required to obtain correct taxpayer identification numbers from all non-corporate payees who receive payment for services, rents, royalties, or interest that would be subject to IRS Form 1099 reporting. Twenty percent (20%) back-up tax withholding will be imposed on all Form 1099 reportable payments made to Seller if Seller fails to provide a correct taxpayer identification number. In addition, if applicable, Buyer shall be entitled to withhold from any payments to the Seller such taxes as may be required by the applicable law, including, without limitation, withholding tax on income and royalties. Upon the Seller's request, the Buyer shall furnish evidence of payment of such withholding taxes to the Seller. The Buyer has the right to withhold payments for any deliveries/services performed in the United States until the original tax receipts for such payments have been presented by the Seller to the Buyer.

21.4 Tax Forms. Seller shall provide any and all tax related forms which in the judgment of the Buyer, are required by any Law to be obtained from the Seller in connection with any payments made pursuant to the Contract.

21.5 Tax Indemnification. Seller shall defend, indemnify, and hold Buyer harmless from and against all liability for all duties, taxes and charges which are imposed on or with respect to, or are measured by, the amounts expended by Seller for the Work furnished hereunder, and the wages, salaries, and other remunerations paid to persons employed in connection with performance of the Work.

## **ARTICLE 22 - MEDIATION, ARBITRATION AND LITIGATION**

22.1 Amicable Resolution; No Work Stoppage. It is the parties' intention to resolve any disputes under the Contract amicably, if at all possible, by reasonable businesslike negotiations and without resort to litigation or arbitration. Whether or not the parties succeed in resolving the dispute amicably, and irrespective of the size or nature of the dispute, Seller shall not be allowed to cease or delay performance of the Services hereunder during the pendency of the dispute. If Seller stops or delays performance because of a dispute, Seller shall be responsible for damages to Buyer for any losses Buyer suffers as a result of such stoppage or delay.

22.2 Mediation. At the sole discretion of the Buyer, any dispute arising out of or related to the Contract shall be subject to mediation. Mediation, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Plant is located unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22.3 Arbitration Generally. The parties acknowledge and agree that this Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Subject to the limitation set forth in the last sentence of this Section 22.3, any dispute arising out of or relating to this Contract or the breach thereof, shall, in the sole discretion of the Owner, be settled by arbitration in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Notwithstanding the foregoing, the claims will be heard by a single arbitrator, knowledgeable in steel manufacturing and steel industry matters. The parties shall attempt to select that arbitrator by agreement, and if they are unable to do so after 15 days, AAA will select the arbitrator.

22.4 Arbitration expenses shall be borne as provided by such Rules, except as follows: the costs of the filing fees and of the arbitrator shall be paid by the losing party, but in cases of monetary relief the losing party will only bear the proportion of the arbitration filing fees and arbitrator's costs equal to the percent of the winning party's prayer for relief that is granted. The provisions of this Article 22 to arbitrate and judgment upon the award rendered by the arbitrators shall be specifically enforceable in any court having jurisdiction thereof. The arbitration shall take place in Mobile, Alabama, unless another location is mutually agreed upon. Notwithstanding anything to the contrary contained in this Article 22, in the event a party has a claim seeking equitable remedies, including without limitation the remedies of injunctive relief and specific performance, such party shall have the right to avail itself of the state and federal courts in Alabama in pursuing such relief.

22.5 Notice Of Arbitration. Buyer shall give notice of its intent to cause any controversy or claim to be settled by arbitration, together with a description of the facts and circumstances giving rise thereto in sufficient detail as to permit the Seller to investigate the particulars thereof. If the Buyer elects to arbitrate, a copy of the notice to arbitrate shall also be furnished to the regional office of the American Arbitration Association in or nearest to Mobile, Alabama. Within twenty (20) business days after receipt of a notice of arbitration from Buyer, the Seller shall send a notice to Buyer containing a detailed response to the claim giving the position of the Seller, and any counterclaim and the remedy sought. In the event the Seller gives notice of a counterclaim, the Buyer shall have ten (10) days following its receipt of such notice to provide a written detailed response to the counterclaim setting forth the Buyer's position.

22.6 Discovery. Unless otherwise agreed by the parties, during the arbitration proceedings discovery shall be available and shall be conducted in accordance with the rules of discovery set forth in the U.S. Federal Rules of Civil Procedure in effect at such time. Any refusal to allow such discovery shall be specifically enforceable in court by the aggrieved party, and the arbitration proceeding shall be stayed pending resolution of the court proceeding. Notwithstanding any rule of the American Arbitration Association to the contrary, any arbitrators' award shall specify not only the result and conclusion but shall state in detail the grounds upon which the award is based.

22.7 Litigation. In the event any party institutes legal or equitable proceedings and Buyer does not elect arbitration, then venue and jurisdiction shall be determined in accordance with Section 25.7 hereof and the jury waiver set forth in Section 25.8 shall apply.

22.8 Necessary Parties. Arbitration arising out of or relating to the Contract shall include at Buyer's election by consolidation, joinder or in any other manner any other person who is not a party to the Contract if: (i) the inclusion of such other person is necessary for complete relief to be afforded among those who are already parties to the arbitration; or (ii) such other person or entity is involved in a question of law or fact common to the parties to the arbitration and which will arise in such proceedings; or (iii) the written consent of the other person sought to be included and of Buyer has been obtained for such inclusion, which consent shall make specific reference to this paragraph, but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

22.9 Buyer Dispute with Third Party. In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to the Work to be performed by Seller under this Contract, and/or the Plant of which the Work is a part, and/or this Contract, and/or any other contract or agreement related directly or indirectly, to any of the foregoing, Seller agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

22.10 Subcontractors. Seller shall include a provision like this Article 22 in each of its subcontracts and shall require its Subcontractors to include a similar provision in their subcontracts, binding them to participation and potential joinder in the mediation, litigation, and arbitration processes contemplated by this Contract.

## **ARTICLE 23 - FORCE MAJEURE**

Neither party shall be liable for delays in the performance of its obligations to the extent caused by an event beyond its reasonable control and which could not reasonably have been foreseen or avoided, including (without implying limitation) strikes, terrorism, insurrection, epidemic, fire, flood, earthquake or like natural disaster ("Force Majeure"). The Party claiming Force Majeure shall immediately notify the other party in writing and furnish all relevant information relating thereto, including estimates around the period of time said event may delay the timely performance of the Order and steps it proposes to take to mitigate the impact of the Force Majeure. For avoidance of doubt, events of any type affecting Seller's subcontractors or suppliers shall not be considered as events of Force Majeure. The party affected by an event beyond its reasonable control, and which could not reasonably have been foreseen or avoided, including (without implying limitation) strikes, terrorism, insurrection, epidemic, flood, earthquake or like natural disaster ("Force Majeure") shall immediately notify the other party in writing and furnish all relevant information relating thereto, including estimates around the period of time said event may delay the timely performance of the Order. For avoidance of doubt, events of any type affecting Seller's subcontractors or suppliers shall not be considered as events of Force Majeure.

In the event of Force Majeure affecting Seller, the Buyer shall be entitled at its discretion:

- (a) to agree with Seller on an extension of time for delivery; or
- (b) to terminate the Order or any part thereof, at any time, without further obligation or liability, and request the reimbursement of any sums already paid.

10.3 In the event of Force Majeure, the price for shipments previously delivered remains due only if they may be fully used by the Buyer, notwithstanding the subsequent failure to deliver the rest of the Order. Any excess amount paid as an advance by the Buyer shall be refunded by Seller.

Equipment breakdowns, shortage of materials, and facility shutdowns or slowdowns which materially reduce the needs of the Buyer with respect to Goods or Services shall entitle the Buyer, at its option, to suspend or postpone delivery of the Goods or Services, or to terminate in whole or in part the Order without further obligation or liability.

## ARTICLE 24 - NOTICES

Notices and other communications made with respect to this Contract shall be given in writing and addressed (i) if to Buyer, to the project manager identified by Buyer to Seller in writing (and if no such individual to the purchasing manager of Buyer), with a copy to the Attention of Buyer's General Counsel, at the address set forth in the preamble of this Contract, and (ii) if to Seller, to the attention of the project manager identified by Seller to Buyer in writing (or if no such individual, then to the individual Buyer reasonably believes is a representative of Seller with respect to this Contract), at the address set forth in the preamble of this Contract; or such other persons or addresses as may be designated in writing by either party to the other in accordance with the terms of this Section. Any notice, request or other communication to be given in writing under this Contract shall be deemed to have been given by either party to the other party five (5) business days after the mailing thereof, as shown by the post office receipt, if mailed to the other party by registered or certified mail at the applicable address set forth in this Contract or at the latest address specified by the other party in writing; upon the date of hand delivery to a party of any such notice, request or other communication by the other party; upon the date of receipt by the other party if not so mailed by registered or certified mail; or upon the date of confirmation of receipt by the other party.

## ARTICLE 25 - MISCELLANEOUS

25.1 Entire Contract; Amendments. The Contract represent the entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written instrument signed by both parties. If any clause, provision or section of this Contract, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under the Contract is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken thereunder or hereunder. No verbal agreement or conversation with any officer, agent, or employee of Buyer, either before or after execution of the Contract, shall affect or modify or add to any of its terms or any of the obligations contained in any document or instrument included in the Contract.

25.2 Third Party Beneficiaries. There are no third-party beneficiaries to the Contract or to any act or omission to act hereunder.

25.3 Governing Law. This Contract shall be governed by the laws of the State of Alabama, without regard to its conflicts of laws principles, under exclusion of the UN Convention of Contracts for

the International Sale of Goods (provided that the arbitration provisions of Article 22 shall be governed by the Federal Arbitration Act).

25.4 Survival of Obligations. Notwithstanding the acceptance of the Equipment by Buyer or the termination of this Contract, any duty or obligation of Seller which has not been fully observed, performed and/or discharged and any right, unconditional or conditional, which has been created for the benefit of Buyer and which has not been fully enjoyed, enforced and/or satisfied shall survive such acceptance or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

25.5 Execution in Counterparts. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

25.6 Waiver. Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

25.7 Jurisdiction and Venue. If any controversy or claim arising out of or relating to this Contract is found by a court of competent jurisdiction not to be subject to arbitration, or if Buyer does not elect arbitration, such controversy or claim, including actions for specific performance or other equitable relief shall be brought in and each party irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in and only by either of the aforementioned courts. Any controversies or claims relating to arbitration and the enforceability of the arbitration provisions of this Contract and any claims for judgment on final award of an arbitration pursuant to this Contract, at the election of Buyer, shall be brought in and each party irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in and only by either of the aforementioned courts. Furthermore, each party hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any Claim that such party is not personally subject to the exclusive jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Contract may not be enforced in or by such courts. Each party agrees that process against such party may be served by delivery of service of process by certified or registered mail in the manner provided for the giving of notices under this Contract.

25.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATING TO THE CONTRACT OR EXECUTED OR DELIVERED IN CONNECTION WITH THE CONTRACT OR (B) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THE CONTRACT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ALL PARTIES AGREE THAT ANY ONE OF THEM MAY FILE A COPY OF THESE TERMS AND CONDITIONS



WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM NOT SUBJECT TO ARBITRATION SHALL INSTEAD BY TRIED IN A COURT OF COMPETENT JURISDICTION (AS AGREED TO ABOVE) BY A JUDGE SITTING WITHOUT A JURY.

25.9 Conflicts in the Contract. In cases of express conflict between parts of the Contract, Buyer's documents shall have precedence over Seller's documents, if any of Seller's documents are made part of this Contract, and the several documents forming this Contract shall be taken as mutually explanatory of one another; but in case of ambiguities, discrepancies, or inconsistencies the same shall be explained and adjusted by Buyer who shall thereupon inform and instruct Seller with respect thereto. In the event of an express conflict between the Contract Documents, or between any other documents which are a part of the Contract, Seller shall notify Buyer immediately and shall comply with Buyer's resolution of the conflict.

25.10 Annexes. In all Annexes to this Contract, the term "Owner" shall mean the "Buyer" and the term "Contractor" shall mean the "Seller". The Annexes to this Agreement include the following:

Annex A1	Price Breakdown (will be generated at time of Award)
Annex B	Schedule and Milestone Dates (will be generated at time of Award)
Annex C	Scope of Work/Service
Annex G	Quality Assurance
Annex H	Packing, Marking and Shipping Requirements
Annex J	Technical Documentation Specification
Annex K	Specimens of Standby Letters of Credit, Bonds and Lien Waivers
Annex M	Safety
Annex N	Environmental Requirements
Annex O	Sales Use Tax Abatement

THIS CONTRACT is entered into as of the day and year written above.

25.11 Compliance with Policies; Safety Requirements. Seller represents that it has read reviewed, accepts and understands Buyer's (i) "Code of Business Conduct;" (ii) Anti-Corruption Guidelines (iii) Human Rights Policy; and (iv) and Buyer's "Code for Responsible Sourcing" ,which are accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> (the "Policies") and that it has not taken and will not take any action inconsistent with or contrary to such codes, Policies and/or applicable anti-corruption laws (including those in the jurisdiction where registered and the jurisdiction where the Work will be performed, if different) in obtaining or performing this Agreement. Seller may be in material breach of this Agreement for any violation of the foregoing by Seller or its Subcontractors. In the event that Seller learns of any violation or alleged violation of these codes and/or laws, Seller





shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305, or online at <https://arcelormittal.ethicspoint.com>. In that event, Buyer may also suspend or withhold payment if it has a good faith belief that Seller intends to violate any Policies or anti-corruption laws. Buyer will not be liable for any claims, losses, or damages arising from or related to failure by Seller to comply the Policies or anti-corruption laws or related to the termination of the agreement under this clause and Seller will indemnify and hold Buyer harmless against any such claims, losses, or damages.

The “Safety Handbook” shall mean Buyer’s written safety rules and regulations, including Buyer’s Occupational and Health Safety Requirements located at Annex M and at <https://usa.arcelormittal.com/doing-business/supplier-resources/terms-and-conditions>. Seller shall strictly comply with the Safety Handbook at all times in performing the Work. Seller may be in material breach of this Agreement for any violation of the foregoing.

**ARTICLE 26 – SUPERVISORY SERVICES**

Seller shall perform the Supervisory service described in Annex C – Scope of Work and Technical Specification pursuant to this Contract and the terms and conditions set forth in Annex S – Supervisory service.

**AM/NS CALVERT, LLC**  
**[BUYER]**

\_\_\_\_\_  
**[SELLER]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_