

**PURCHASE ORDER FIRM PRICING AGREEMENT (AMNS-113)**  
**AM/NS CALVERT LLC (March 2024)**

This **PURCHASE ORDER FIRM PRICING AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_ between:

<b>Full Legal Name of Seller (“Seller”)</b>	<b>AM/NS Calvert LLC</b>	
<b>State of Incorporation</b>	<b>Full Legal Name (“Buyer”)</b>	
<b>Address of Seller</b>	Delaware	
<b>Seller Signature</b>	<b>State of Incorporation</b>	
<b>Title – Printed</b>	P.O. Box 456	
<b>Officer Name-Printed</b>	1 AM/NS Way, Calvert, AL 36513	
	<b>Address of Buyer</b>	<b>Address of Buyer</b>
	<b>Buyer Signature – Purchasing</b>	<b>Buyer Signature - Operations</b>
	<b>Title – Printed</b>	<b>Title – Printed</b>
	<b>Officer Name – Printed</b>	<b>Officer Name – Printed</b>

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, Buyer and Seller agree as follows:

1. **TERM.**
  - a. The term of this Agreement shall be for the period starting on \_\_\_\_\_ and ending on \_\_\_\_\_ (“Initial Term”).
  - b. This Agreement shall automatically renew for successive Terms of equal duration to the Initial Term (each successive Term shall be defined as the “Extension Term”), upon the same terms and conditions, unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiration of the then current Term.
  - c. The Initial Term and Extension Term are collectively referred to as “Term” or “Terms”.

2. **PRODUCTS AND PRICING.**

- a. **Supply and Purchase.** This Agreement contains provisions of general applicability to purchases of certain products undertaken by Buyer. During this Agreement, Seller shall offer to sell to Buyer the products (“Products”) at the prices (“Pricing”) set forth in Appendix A. Pricing may include one or more specific prices, pricing formulas, discount formulas, references to paper or electronic catalogues or ordering media and other such price-related information, or any combination thereof. Orders for Products issued by Buyer before the termination or expiration of this Agreement shall be completed pursuant to the terms of this Agreement. Buyer shall not have any obligation to purchase exclusively from Seller and there is no volume commitment for Buyer.
- b. **Amendments to Appendices.** Appendices may be amended only upon the mutual written agreement of both Seller and Buyer, which mutual written agreement may be evidenced in any customary and verifiable manner, including but not limited to (i) Seller sending to Buyer a proposed revised Appendix suitably identifying all changes from the then-current corresponding Appendix and designating the proposed revised Appendix with a revision date and/or revision number, followed by (ii) Buyer responding in writing that the proposed revision to the Appendix is acceptable to Buyer (with Buyer’s failure to respond NOT constituting acceptance). In the absence of the mutual written agreement of both Seller and Buyer to an amendment to the Appendices, all then-current Appendices, including but not limited to the content of any Pricing in the form of references to other documents or media, shall continue for the Term of this Agreement.

3. **PURCHASE PROCEDURES.** If Buyer decides to purchase Products, which decision(s) shall be made in Buyer’s sole discretion and without any obligations or limitations whatsoever under this Agreement regarding the purchase of Products, Buyer shall submit one or more purchase orders to Seller from time to time (an “Order”). Order(s) may be made via mail, facsimile, e-mail or over the Internet through Seller’s website. This Agreement shall not be binding unless fully executed by the parties (including dual signatures by Buyer).

4. **TERMS AND CONDITIONS; SAFETY; INSURANCE.** The terms and conditions in the AMNS-100 General Purchasing Conditions for Purchase of Goods and/or Services, as amended from time to time, accessible at <https://northamerica.arcelormittal.com/am-ns-calvert-supplier-portal>, (the “AMNS-100 General Purchasing Conditions”) are incorporated by reference as if written in full into this Agreement. Seller will also comply with the Service Level Agreement, if any, attached as Appendix B. No terms and conditions contained in order confirmations or order acknowledgments, prior offers or any other document issued by Seller shall be binding on the Buyer, even if they have not been expressly rejected. In connection only with any activities by Seller on Buyer’s premises, the following shall apply: Seller shall strictly comply with the Contractor Safety & Health Field Manual, the Occupational Health and Safety Requirements, the Site Environmental Requirements, and the Contractor Environmental Management Plan, accessible at: <https://northamerica.arcelormittal.com/am-ns-calvert-supplier-portal>, and any other applicable safety codes or procedures for Buyer’s premises.

5. **NOTICES.** All notices and communications concerning this Agreement shall be in writing and shall be deemed to have been fully given upon personal delivery, or the next business day if sent via a nationally recognized overnight courier service, or three (3) days after being sent by certified

mail, postage prepaid, via the United States Postal Service. The notices and communications shall be addressed to the Parties at the addresses for each set forth on the first page of this Agreement; and if to Buyer, with a copy to:

AM/NS Calvert LLC  
1 AM/NS Way  
Calvert, Alabama 36513  
Attention: Chief Procurement Officer  
and by Email to: Purchasing.Calvert@arcelormittal.com

A party may change the address for the receipt of notices and communications at any time by giving notice thereof to the other party hereto.

6. **COSTS OF IMPLEMENTATION**. Unless otherwise agreed in writing, the costs of implementing this Agreement shall be for Seller's account.

IN WITNESS WHEREOF, Buyer and Seller have each executed this Agreement by causing their authorized representative(s) to affix their signature(s) above.



**Purchase Order Firm Pricing Agreement (AMNS-113)**  
**Appendix B: Service Level Agreement**