



**Terms and Conditions of Purchase Order**

**Acceptance**

This Purchase Order, including any additional terms and conditions set out by ArcelorMittal Tubular Products Canada G.P.. ("ArcelorMittal Tubular Products Canada G.P.") herein and the requirements of ArcelorMittal Tubular Products Canada G.P.'s Materials Requirements Manual Document 062-040 (the "Manual"), as may be amended by ArcelorMittal Tubular Products Canada G.P. from time to time, shall, when accepted by Supplier, constitute the entire agreement between Supplier and ArcelorMittal Tubular Products Canada G.P. with respect to the goods and/or services described in this Purchase Order. ArcelorMittal Tubular Products Canada G.P. shall not be bound by any terms or conditions in any of Supplier's forms or documents. Either Supplier's written acceptance of this Purchase Order, or the shipment of any good or the commencement of any work hereunder, shall constitute unqualified acceptance of this Purchase Order. Supplier confirms that it has reviewed the Manual, located on ArcelorMittal Tubular Products Canada G.P.'s supplier web site at <https://ecommerce.dofascotube.com/first.html>, and expressly agrees to comply with all requirements of the Manual, as may be amended by ArcelorMittal Tubular Products Canada G.P. from time to time. No amendment of the terms or conditions of this Purchase Order shall be effective unless such amendment is in writing and signed by an authorized officer of ArcelorMittal Tubular Products Canada G.P.

**Quality And Warranty**

Supplier warrants that the goods or services furnished will be in accordance with the specifications herein or/and in the Manual, shall be of merchantable quality, free from any defects in material, design and workmanship, fit and sufficient for the purposes intended, free of all liens, claims and encumbrances whatsoever and that Supplier has absolute title. Supplier acknowledges that Supplier is aware of the particular purpose(s) for which ArcelorMittal Tubular Products Canada G.P. intends to use the goods or services. ArcelorMittal Tubular Products Canada G.P. reserves the right to cancel all or any part of a Purchase Order if the goods or services or their delivery are not in accordance with specifications herein and/or in the Manual. Goods purchased are subject to inspection and approval by ArcelorMittal Tubular Products Canada G.P. and, if rejected in whole or in part, may be returned at Supplier's expense. If any goods or services fail to meet the warranties contained herein, Supplier, upon notice thereof from ArcelorMittal Tubular Products Canada G.P. at any time, shall promptly repair, replace or otherwise satisfactorily deal with the same in a manner acceptable to ArcelorMittal Tubular Products Canada G.P., all at Supplier's expense and without limiting or affecting ArcelorMittal Tubular Products Canada G.P.'s other rights or remedies under this Purchase Order or otherwise. Supplier's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with goods or services. Acceptance of the goods or services by ArcelorMittal Tubular Products Canada G.P. shall not relieve Supplier from any of its obligations and warranties under this Purchase Order. These warranties shall be in addition to all other warranties available under applicable law. Supplier shall indemnify and save ArcelorMittal Tubular Products Canada G.P., ArcelorMittal Tubular Products Canada G.P.'s affiliates and their respective successors and assigns harmless from any breach of these warranties and, for greater certainty, no limitations on ArcelorMittal Tubular Products Canada G.P.'s remedies shall operate to reduce this indemnification. Supplier shall also indemnify ArcelorMittal Tubular Products Canada G.P. from and against all liability or damages (including any lost profits, recall costs or other consequential damages) imposed upon ArcelorMittal Tubular Products Canada G.P. resulting from acts or omissions of Supplier and its employees in respect of the goods or services.

**Prices and Payment**

The prices of the goods and/or services are those specified on the front of this Purchase Order. Unless otherwise specified on the front of this Purchase Order, all prices are exclusive of all taxes. Refer to the front of this Purchase Order for special provincial sales tax exemption certificates (if applicable). Payment shall be due net sixty days after the latter of ArcelorMittal Tubular Products Canada G.P.'s receipt of either an appropriate invoice from Supplier or the relevant goods or services. Invoices shall be provided in duplicate and include the information specified on the front of this Purchase Order.

**Shipping Instructions**

Time is of the essence of this Purchase Order. Unless otherwise specified on the front of the Purchase Order, all goods shall be delivered F.O.B. Supplier's facility at the address specified on the front of this Purchase Order on the date(s) specified on the front of this Purchase Order. If shipment is not forwarded according to ArcelorMittal Tubular Products Canada G.P.'s instructions, the difference in cost of shipping will be charged to Supplier. ArcelorMittal Tubular Products Canada G.P. will not be responsible for any goods lost or damaged in transit where Supplier uses its own express shipper.

**Patents/Intellectual Property**

Supplier warrants that the use or sale by ArcelorMittal Tubular Products Canada G.P. of the goods herein specified will not infringe on any right of invention, patent, trademark, trade name, trade secret or process of manufacture and agrees to indemnify and save ArcelorMittal Tubular Products Canada G.P. harmless against any costs, damages, liabilities or expenses, including lawyer or other professional fees and disbursements, arising out of any infringement or alleged infringement of such intellectual property.

**Force Majeure**

Any delay or failure of either party to perform its obligations hereunder shall be excused, if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of such party and without its fault or negligence, due to acts of God, action by any government authority (whether valid or invalid), fires, floods, windstorms, lightning, explosions, riots, natural disaster, wars, sabotage, labour problems (including lockouts, strikes, and shutdowns), for the duration of the force majeure condition provided that written notice of such delay or failure (including the anticipated duration of delay) shall be given by the affected party to the other party immediately after such delay or failure is anticipated and that the affected party shall resume performance hereunder when the cause is removed. Notwithstanding the above, if Supplier cannot remove the cause of non-performance within fifteen days of such written notice, ArcelorMittal Tubular Products Canada G.P. may cancel all or part of this Purchase Order.

**Indemnification and Insurance**

- (a) In the event that Supplier shall ever have possession of any of ArcelorMittal Tubular Products Canada G.P.'s property or the property of a ArcelorMittal Tubular Products Canada G.P. customer, such as patterns, goods for repair, or any other kind of property belonging to ArcelorMittal Tubular Products Canada G.P. and/or a ArcelorMittal Tubular Products Canada G.P. customer, then Supplier agrees that it will, at its expense, protect said property from damage, fire and casualty of every kind however caused and will return the same to ArcelorMittal Tubular Products Canada G.P. free from all damage and injury, and it shall, at its expense, insure said property against fire and all usual extended perils to the amount of the full insurable value thereof in ArcelorMittal Tubular Products Canada G.P.'s name and for ArcelorMittal Tubular Products Canada G.P.'s benefit, and provide a certificate of such insurance in form satisfactory to ArcelorMittal Tubular Products Canada G.P. at ArcelorMittal Tubular Products Canada G.P.'s request, and Supplier shall indemnify ArcelorMittal Tubular Products Canada G.P. for all loss and damage which may happen to said property while in Supplier's possession.
- (b) Supplier shall maintain and carry general liability insurance including, but not limited to, public liability, property damage liability, product liability and contractual liability coverages, and workers' compensation and employees' liability insurance covering all employees engaged in the performance of this Purchase Order, in amounts satisfactory to and with companies approved by ArcelorMittal Tubular Products Canada G.P.. At ArcelorMittal Tubular Products Canada G.P.'s request, Supplier shall furnish certificates of such insurance in form satisfactory to ArcelorMittal Tubular Products Canada G.P. prior to commencing work under this Purchase Order.
- (c) Supplier agrees to defend, protect, indemnify and hold harmless ArcelorMittal Tubular Products Canada G.P., its affiliates and their respective successors, assigns, representatives, employees, agents and customers against any and all claims for personal injury, property, punitive, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of the goods or services.

**Assignment**

Supplier may not assign, in whole or in part, this Purchase Order without the prior written consent of ArcelorMittal Tubular Products Canada G.P., which consent can be unreasonably withheld.

**Right to Audit**

Supplier grants to ArcelorMittal Tubular Products Canada G.P. access to all pertinent information, including, but not limited to, books, records, payroll data, receipts, correspondence and other documents for the purpose of auditing Supplier charges under this Purchase Order. Supplier will preserve these documents for a period of one year after the final payment under this Purchase Order. In addition, all work, materials, inventories and other items provided under this Purchase Order must be accessible to ArcelorMittal Tubular Products Canada G.P., including but not limited to, parts, tools, fixtures, gauges and models. Supplier will segregate its records and otherwise cooperate with ArcelorMittal Tubular Products Canada G.P. so as to facilitate the audit.

**Customs/Export**

Supplier shall be responsible for all documentation for customs clearance of the goods and shall reimburse ArcelorMittal Tubular Products Canada G.P. for any additional costs associated with invalid or incorrect customs documentation, including any additional duties required to be paid and any applicable interest and penalties. Credits or benefits resulting or arising from this Purchase Order, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to ArcelorMittal Tubular Products Canada G.P. Supplier shall provide all information necessary (including written documentation and electronic transaction records) to permit ArcelorMittal Tubular

Products Canada G.P. to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Supplier unless otherwise indicated in this Purchase Order, in which event Supplier shall provide such information as may be necessary to enable ArcelorMittal Tubular Products Canada G.P. to obtain such licenses or authorization(s).

#### **Competitive Clause**

Supplier will ensure that the goods or services will remain competitive in terms of price, technology, design and quality with any similar goods or services available to ArcelorMittal Tubular Products Canada G.P. If, in the reasonable opinion of ArcelorMittal Tubular Products Canada G.P., the goods or services do not remain competitive, ArcelorMittal Tubular Products Canada G.P., to the extent it is free to do so, will advise Supplier in writing of the area(s) in which another product or service from another source is more competitive with respect to price, technology, design or quality. If within 30 days, Supplier does not agree to sell the goods or services to ArcelorMittal Tubular Products Canada G.P. with comparable price, technology, design or quality, ArcelorMittal Tubular Products Canada G.P. may immediately terminate this Purchase Order and purchase the goods or services from another source without liability to Supplier.

#### **Obsolescence**

The ArcelorMittal Tubular Products Canada G.P. manufacturing process defines scheduled authorization as (2) weeks Fabrication and (4) weeks Material, unless written approval is obtained from ArcelorMittal Tubular Products Canada G.P. Purchasing. In order to pace with our customers authorized process schedules for release of Raw Material and WIP to contain obsolescence, only those part(s), as per the customer's schedule, will be covered under obsolescence. The only change to this process must be made by written request, approved, and submitted while the part(s) is still in current production and not obsolete. Only those part(s), that are obsolete, are to be submitted for potential payment, with prior authorization and accompanied by supporting documentation.

#### **Termination of Contract**

##### **(a) Breach or Nonperformance, Sale of Assets or change in Control, Bankruptcy**

ArcelorMittal Tubular Products Canada G.P. may terminate all or any part of this Purchase Order if Supplier: (a) repudiates or breaches any of the terms or conditions of this Purchase Order, including Supplier warranties; (b) fails to perform services or deliver goods as specified by ArcelorMittal Tubular Products Canada G.P.; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from ArcelorMittal Tubular Products Canada G.P. specifying such failure or breach. In addition, ArcelorMittal Tubular Products Canada G.P. may terminate this Purchase Order upon giving 30 days notice to Supplier, without liability to Supplier, if Supplier (a) sells, or offers to sell, a material portion of its assets or (b) enters into or offers to enter into any transaction that may effect a change in the control of the Supplier. In addition, ArcelorMittal Tubular Products Canada G.P. may terminate this Purchase Order immediately if Supplier commences any insolvency, bankruptcy, receivership or liquidation proceedings, or has any such proceedings commenced against it, or makes an assignment for the benefit of creditors or takes any similar steps.

##### **(b) Convenience**

In addition to any other rights of ArcelorMittal Tubular Products Canada G.P. to terminate this Purchase Order, ArcelorMittal Tubular Products Canada G.P. may, at its option, immediately terminate all or any part of this Purchase Order, at any time and for any reason, by giving written notice to Supplier. Upon such termination, ArcelorMittal Tubular Products Canada G.P. shall pay to Supplier the following amounts, without duplication: (a) the contract price for all goods or services that have been completed in accordance with this Purchase Order and not previously paid for and (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the goods or services under this Purchase Order, to such extent such costs are reasonable in amount and are properly allocable or appropriate under generally accepted accounting principles to the terminated portion of this Purchase Order less the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by the Supplier with ArcelorMittal Tubular Products Canada G.P.'s written consent and the cost of any damaged or destroyed goods or material. ArcelorMittal Tubular Products Canada G.P. will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Supplier in amount in excess of those authorized in delivery releases nor for any undelivered goods that are in Supplier's standard stock or that are readily marketable. Payments made under this paragraph shall not exceed the aggregated price payable by ArcelorMittal Tubular Products Canada G.P. for finished goods or services that would be produced or performed by Supplier under delivery or resale schedules outstanding at the date of termination. Except as provided in this paragraph, ArcelorMittal Tubular Products Canada G.P. shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Purchase Order and Supplier shall indemnify and hold harmless ArcelorMittal Tubular Products Canada G.P. from and against any liability, claims, demands, damages or expenses (including attorney or other professional fees and disbursements) arising from or relating to such termination by ArcelorMittal Tubular Products Canada G.P. Within 60 days from the effective date of termination, Supplier shall submit a comprehensive termination claim to ArcelorMittal Tubular Products Canada G.P., with sufficient supporting data to permit ArcelorMittal Tubular Products Canada G.P.'s audit, and shall thereafter promptly furnish such supplemental and supporting information as ArcelorMittal Tubular Products Canada G.P. shall request. ArcelorMittal Tubular Products Canada G.P. or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Supplier.

#### **Independent Contractors**

Supplier acknowledges that all of its efforts in the performance of this Purchase Order shall be made as an independent contractor and that the person(s) engaged in such performance shall not be considered employees of ArcelorMittal Tubular Products Canada G.P..

#### **Compliance With Laws**

Supplier, and any goods or services supplied by Supplier, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, employment, immigration, subcontractor selection, discrimination or human rights, occupational health/safety and motor vehicle safety. Upon ArcelorMittal Tubular Products Canada G.P.'s request, Supplier will certify in writing its compliance with the foregoing. Supplier will indemnify, defend and hold harmless ArcelorMittal Tubular Products Canada G.P. from and against any liability, claims, demands, damages or expenses (including lawyer or other professional fees and disbursements) arising from or relating to Supplier's noncompliance with this Compliance with Laws section.

#### **Governing Law and Jurisdiction**

This Purchase Order shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any action or proceeding commenced by ArcelorMittal Tubular Products Canada G.P. against Supplier may be brought by ArcelorMittal Tubular Products Canada G.P. in any court(s) having jurisdiction over Supplier, or in such other jurisdiction as determined by ArcelorMittal Tubular Products Canada G.P., in which event Supplier consents to the jurisdiction and service of process in accordance with applicable procedures of such jurisdiction and further waives any right Supplier may have to assert the doctrine of *forum non conveniens* or to object to the venue ArcelorMittal Tubular Products Canada G.P. elects to pursue such proceeding. Any actions or proceedings by Supplier against ArcelorMittal Tubular Products Canada G.P. may be brought by Supplier only in the Province of Ontario. The application of the United Nations Convention on Contracts for International Sale of Goods (1980) is expressly excluded.

#### **Code Of Conduct - Fraud & Corruption - Human Rights**

The Seller has reviewed ArcelorMittal Tubular Products Canada G.P.'s: (i) Code of Business Conduct, (ii) Anti-corruption Procedure; (iii) Human Rights Policy; (iv) Responsible Sourcing Code ("Policies"), as set out on ArcelorMittal Tubular Products Canada G.P.'s website; <http://corporate.arcelormittal.com/corporate-responsibility/transparent-governance> In the performance of the Order the Seller will comply with the Policies and ensure that i) its directors, officers, employees, and any person acting for it or on behalf of it ( including but not limited to its agents, brokers, distributors, sub-contractors, joint venture partner), (ii) its affiliates and Personnel of affiliates, ( i) and ii) referred to as "Related Parties") comply with the principles contained in these policies and to any and all applicable laws, including those concerning corruption and bribery, money-laundering and economic sanctions.

In the event that Seller is made aware of any violation or alleged violation of Buyer's Code of Business Conduct, Seller shall immediately report the violation or alleged violation by sending an email to [tubular\\_products@arcelormittal.com](mailto:tubular_products@arcelormittal.com). Seller warrants and represents that it or its Related Parties has not and will not give, offer or authorize any gift or commission, promise or other advantage to or for the use or benefit to any Buyer employee, agent, affiliate, officer, director, or otherwise any person acting for it or on behalf of it in connection with this Order or any other contract with Buyer.

Seller's or Seller's Related Parties failure to comply with this clause will constitute a material breach of the Order entitling Buyer to terminate this Order by written notice. Buyer may terminate or suspend or withhold payment under the Order if in its reasonable opinion, Seller or Seller's Related Parties has breached, or intends to breach this clause. Seller will indemnify, defend and hold harmless Buyer, its affiliates, directors, officers and employees from and against all liabilities losses, damages, costs and expenses ( including reasonable attorney's fees) arising out of Seller's or Seller's Related Parties breach under this clause.'