

# General Conditions of Sales



ArcelorMittal

## Article 1. General

**1.1** For the purpose of these general conditions of sales, the following terms will have the following meaning:

- (i) **"Seller"**: ArcelorMittal Projects Nigeria Limited, including its affiliates and or subsidiaries or any entity controlled or under the same control as ArcelorMittal Projects Oil and Gas Nigeria Limited, as indicated in the Quotation and/or in the Order Confirmation
- (ii) **"Buyer"**: the (prospective) buyer of the Products.
- (iii) **"Quotation"**: the offer made by Seller.
- (iv) **"Order Confirmation"**: the order confirmation issued by the Seller or Buyer which, together with these Conditions, constitute the entire agreement between Buyer and Seller (**"Agreement"**), and supersede, in their entirety, any other conflicting terms and conditions proposed by Buyer.
- (v) **"Conditions"**: these general conditions of sales of the Seller.
- (vi) **"Products"**: the products sold by Seller to Buyer under an Order Confirmation.
- (vii) **"Days"**: unless specified otherwise, all days shall be considered calendar days.
- (viii) **"ICC"**: the International Chamber of Commerce.
- (ix) **"Personnel"**: employees and any person acting for the Buyer or on behalf of it, such as agents, brokers, distributors, sub-contractors, joint venture partner.

**1.2** Commercial terms, used in Quotations, Order Confirmations or otherwise, must be interpreted according to the International Rules for the Interpretation of Trade Terms, Incoterms®, issued by the International Chamber of Commerce (hereinafter "ICC") that apply at the time that the agreement is concluded.

**1.3** These Conditions shall apply to and are valid for all Quotations and Order Confirmations made by the Seller and to all Agreements. Any purchase or other conditions to the contrary are rejected explicitly by the Seller, unless otherwise agreed in Order Confirmation. The Seller rejects explicitly the application of the Buyer's standard terms and conditions, by whatever name.

**1.4** Quotations, price lists and other communications from the Seller are without obligation (even if they include a time for acceptance), are only addressed to the Buyer, may not be circulated, form one single integral part, cannot be accepted in part and may be withdrawn by the Seller at any time, even after acceptance by the Buyer. Verbal commitments and arrangements or simple e-mail exchanges made by the Seller's Personnel will not be binding on the Seller until the Seller has explicitly confirmed these by means of an Order Confirmation.

**1.5** The Seller will not be liable for any apparent misstatements in any publication of the Seller of images, sizes, weights, qualities and/or price lists of any nature whatsoever.

**1.6** All sales by the seller and its affiliates and subsidiaries (collectively "Seller") are made subject to these Conditions. Terms additional to or different from those in these conditions of sale, including but not limited to any terms contained in the Buyer's purchase order, quality manuals or required in order to access or participate in online buyer portals, are deemed to be rejected unless otherwise accepted by seller in writing.

**1.7** The Buyer's assent to these Conditions shall be presumed from the Buyer's (i) receipt of the Seller's Order Confirmation without written objection sent to the Seller within ten (10) days after receipt of this Order Confirmation, (ii) instructing the Seller to begin work or to ship any of the Products after receipt of Seller's Order Confirmation, or (iii) acceptance of all or any part of the Products ordered. The Seller may commence performance in reliance upon the Buyer's acceptance of these Conditions. The Buyer and the Seller agree that the Conditions printed herein are accepted in good faith by both parties as the controlling and final terms and conditions.

## Article 2. Deliveries

**2.1** The agreed delivery method, including the selected Incoterm, place of delivery and time of delivery/delivery periods are as laid down in the Order Confirmation.

Except as may be otherwise specified in writing in the Order Confirmation: i) the transfer of risk shall take place at the Seller's plant before loading and in case of the use of Incoterms, risk shall pass in accordance with the applicable Incoterm; and, ii) the Taxes and Duties will be regulated through the applicable Incoterm stated on the Order Confirmation.

In the event such information is not laid down in the Order Confirmation, then the delivery is Free Carrier ("FCA") Incoterms®.

If the parties agree that the Products are to be delivered to their destination, the Seller shall determine the route and means of transportation, as well as the selection of forwarding agents and carriers. The Buyer shall be responsible to provide to the Seller all appropriate information, sufficiently in advance in order to allow the Seller to make the necessary arrangements, including, without limitation (i) marking and shipping instructions when agreed as applicable, (ii) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (iii) the Buyer's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in the Seller's sole judgment) cause unreasonable expense or delay on its part, then the Seller may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or

terminate the concerning Order Confirmation. The Product is to be considered as delivered when it has been used as well as been signed for receipt by a person receiving the shipping document and/or order receipt or once it is put at disposal of the Buyer at the delivery point. If the Buyer fails to accept the Products or fails to accept them on time, the Buyer is in default without a notice of default. In that case, the Seller has the right to store the Products at the risk and expense of the Buyer. The Buyer continues to be obliged under the Order Confirmation to pay the amounts due, plus interest, and cost by way of compensation.

- 2.2** The agreed delivery dates are a tentative estimation within which delivery will take place. If the delivery date is exceeded or it becomes clear that a delivery period is to be exceeded, the Seller shall notify the Buyer on the estimated period with which the delivery period is extended. If a delivery period is exceeded, the Buyer will not be entitled to termination and/or any compensation, unless the Buyer proves intent or wilful recklessness on the Seller's part. The Buyer is not entitled to delay or settle the payment of any outstanding invoices in such an event, unless otherwise agreed in the Order Confirmation.
- 2.3** If for whatever reason, a delivery is delayed beyond the delivery time, the Seller will be entitled to make partial deliveries and henceforth issue separate invoices in accordance with Article 3. Price and Payment.
- 2.4** The Seller reserves the right to change the delivery conditions and the transport means, as appropriate for the correct execution of the Order Confirmation.
- 2.5** Upon delivery of the Products to the Buyer under the applicable Incoterm (in accordance with delivery terms under 2.1 above), the Buyer bears the risks of damages or loss of the Products, regardless of the retention of title under Article 9.1 or any complaint pursuant to Article 5.6.

Any and all costs, including but not limited to detention, demurrage, port dues, port storage fees shall be payable by Buyer immediately upon presentation of invoice by Seller. For the avoidance of doubt, Buyer shall be liable for the costs under the Order Confirmation even if Seller has not paid said costs to Owners or Carrier.

- 2.6** In case of delivery by ocean freight, the Buyer warrants that it shall timely provide a safe port and safe berth at discharge port, accessible upon vessel's arrival, free of all wharfage, dockage and quay dues, and of sufficient depth to permit the carrying vessel to lie always safely afloat and at all times safely reach and leave the port and berth.
- 2.7** Considering the agreed Incoterm as well as loading and discharge conditions agreed, any and all costs, including but not limited to detention, demurrage, port dues, port storage fees shall be payable by Buyer immediately upon presentation of invoice by Seller. Demurrage and detention rates, as well as other discharge or loading terms and conditions, when applicable and not in

contradiction with the Order Confirmation, shall be as per the relevant Charterparty agreed by the Seller with the transport company. For the avoidance of doubt, Buyer shall be liable for the costs under the Order Confirmation even if Seller has not paid said costs to owners or carrier. Once on demurrage, always on demurrage, except in case of breach by Seller and/or carrier's owners.

## Article 3. Price and Payment

- 3.1** An Order Confirmation is always subject to the Seller obtaining confirmation that the Buyer has been found creditworthy by the Seller or by any third party selected by the Seller to assess if the Buyer is creditworthy, as the case may be. If the Buyer is not found creditworthy, the Seller will be entitled to cancel the Order Confirmation by means of written statement, without any indemnification being due to the Buyer.
- 3.2** Payment must be made within thirty (30) days of the invoice date. Time of payment shall be of the essence. Buyer's payment obligations will be satisfied only when payment in full is received in the Seller's designated bank account. The Buyer must pay the invoiced amount without any deduction, discount or setoff and the Buyer does not have the right to suspend any payment obligation it has with respect to the Seller.

Each partial shipment shall be deemed a separate sale and payment for each partial shipment shall become due in accordance with the agreed terms of payment. Failure on the part of the Buyer to secure any required approvals from any foreign exchange authority applicable to Buyer for the conversion or remittance of any portion of the full amount due shall not excuse the Buyer from its payment obligations. The Buyer's obligation to pay any amounts due under the Order Confirmation shall survive beyond the term of the Order Confirmation. If the Buyer has or submits a complaint under or in connection with the Order Confirmation, such complaint does not entitle the Buyer to suspend payment.

If the Buyer is subject to bankruptcy or insolvency proceedings, then the Seller shall not be bound by the period of payment stated above. Payment shall be made in accordance with the Order Confirmation either prior to the dispatch of the Products or prior to their manufacture, whichever is earlier.

- 3.3** After the expiry of the payment period referred to in Article 3.2, the Buyer is in default of payment, without a demand or notice of default being required, if payment has not been made within that period.
- 3.4** If the payment term is exceeded, any discount provided to the Buyer is cancelled, and the Buyer will owe interest of 1.5% per month, or part of a month, on the outstanding amount for a period starting on the invoice's due date and ending on the day of payment in full of the outstanding amount. If the Seller needs to take judicial or extrajudicial action due to the Buyer's failure to pay in good time, all resulting costs shall be reimbursed by the Buyer.

**3.5** The Seller is entitled to retain any payments, advance or otherwise, made by the Buyer in case of failure or delay taking delivery of the Products or otherwise in case of non-performance of the Order Confirmation by the Buyer.

**3.6** A complaint about an invoice must be submitted to the Seller in writing within a period of fourteen (14) days starting on the day after the invoice date. When this period has expired, the complaint will not be attended, and the Buyer forfeits its rights to complain. A complaint does not prejudice the payment obligation.

**3.7** The Seller is always authorized to demand from the Buyer payment in advance or to demand any form of security, including but not limited to a right of pledge and a bank guarantee. If the Seller requires security in the form of an (undisclosed) pledge, the Buyer undertakes to sign a deed creating a right of pledge.

## **Article 4. Suspension and Termination of the Agreement**

**4.1** The Seller will be entitled to suspend performance of its obligations (in relation to the relevant Order Confirmation or another Order Confirmation concluded between the parties) if and as long as the Buyer does not fully, properly or ill-timely fulfils any of its obligations vis-à-vis the Seller that arise from the Order Confirmation and/or the Seller expects on reasonable grounds that the Buyer will not fully, properly or timely fulfil any of its obligations vis-à-vis the Seller that arise from any Order Confirmation concluded between the parties. If the Buyer is in payment default or does not fulfil any of its obligations under the law, the Order Confirmation (including without limitation to the failure by Buyer to provide information and documents agreed under the Order Confirmation, such as those listed in Article 2.1 above) or these Conditions, the Seller will be entitled to terminate the Agreement with immediate effect in writing without being obliged to compensate the Buyer for any loss on its part, without prejudice to any rights that Seller may have to claim for its eventual prejudice, including, without limitation, in the following circumstances:

- (i) the Buyer is to be declared bankrupt, is admitted to the statutory debt restructuring scheme for natural persons, applies for bankruptcy or suspension of payments or for admission to the statutory debt restructuring scheme for natural persons, assigns its assets or if the Buyer's assets or part of them are attached;
- (ii) the Buyer is placed under guardianship or loses otherwise full or partial power of disposal of its assets;
- (iii) the Buyer discontinues or transfers its business, or a part thereof, including bringing its business into an existing company or into a company yet to be formed, or to change its business objective;
- (iv) and the Buyer (if it is a natural person) dies.

**4.2** Cancellation by the Buyer of the Order Confirmation is not possible, except with the Seller's prior written consent. If the Seller agrees to the cancellation, the Seller shall be

entitled to the compensation of all direct costs related to the Order Confirmation, unless agreed otherwise by the Parties, without prejudice to the Seller's right to have a full compensation in the event the Seller suffers losses or damages arising out of such cancellation.

**4.3** Any Order Confirmation concluded between the Buyer and the Seller cannot be (fully or partly) cancelled modified by Buyer.

## **Article 5. Warranty, Complaints and Obligations of the Seller**

**5.1** Without prejudice to Article 5.3, it is agreed that any Products delivered by the Seller to the Buyer are delivered as *is*, unless otherwise agreed upon in the Order Confirmation. The Buyer shall be solely responsible for any security checks and measures to verify safe use, application and/or implementation of the Products.

**5.2** All Products sold and delivered are subject to the normally accepted tolerances as to dimensions, quantities and weight. Quality requirements or quality specifications of Products to be delivered by the Seller must be agreed on explicitly. Minor and/or normally acceptable deviations and differences, such as in colour, size, weight or finish, which are customary in the industry or cannot be avoided technically, do not constitute grounds for submitting a complaint and will not render the Products non-conforming.

**5.3** The Seller's warranty for Products does not extend beyond the quality specifications mutually and expressly agreed in writing in the Order Confirmation. In addition, the Seller assumes no obligation or liability for any technical advice furnished before and/or during the use of Products, whether provided verbally or in writing or by way of trials. Furthermore, the Seller does not guarantee and will never be deemed to have guaranteed or warranted that the Product bought is suitable for the purpose for which the Buyer wishes to process, treat, use or have third parties use the Products. The Buyer agrees that the Seller shall be treated as having no knowledge of any such purpose(s) and the Buyer has the sole responsibility to perform a proper due diligence in order to determine whether the Products are indeed suitable.

**EXCLUSION OF WARRANTY.** No claim can be based on observations inserted in any shipping documentation or document of title, such as "rust stained", "rust spotted", "wet before shipment", "unprotected cargo" or other similar observations, and no claim can be entertained in this respect unless otherwise expressly agreed in writing by the Seller. Where the Products are either (i) packed or protected in the manner specified in the Order Confirmation, or (ii) if there is no such specification and the Products are delivered without sufficient packing or protection, the Seller shall not be liable for any damage to or deterioration of the Products beyond the point of delivery or during carriage. This warranty shall not be

applicable for defects caused by normal wear and tear, transportation, improper handling or storage, or installation of the Products, incorrect information provided by the Buyer and changes made to the Products by a third party. The sale of declassified or non-prime Products is made under the exclusion of all warranty. Any statement, specification, description, or other information provided by the Seller in respect of such Products is given in good faith, but the Seller accepts no responsibility nor gives any warranty for its accuracy. If the Buyer shall re-sell such products the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement.

**5.4** Any preliminary samples, prototypes, example Products and/or models provided or shown by Seller to Buyer, are provided or shown as an indication. Any deviation or difference with the final Products cannot constitute ground for non-conformity.

**5.5** The Buyer cannot rely upon a warranty if:

- (i) the Buyer has exposed the Products to abnormal circumstances or treated them carelessly or incompetently; or
- (ii) the Buyer has stored the Products for a period longer than normal and it is likely that a loss of quality has occurred as a result.

**5.6** The Buyer must inspect the delivered Products for non-conformity immediately upon delivery. Any complaints as regards a visible defect (quantitative or qualitative) must be submitted to the Seller in writing, stating the details within five (5) working days of the delivery date, at the risk of forfeiture. After the expiry of the above period, the delivered Products will be regarded as being in accordance with the Order Confirmation and as having been accepted irrevocably and unconditionally by the Buyer. The Buyer must report hidden defects in writing within ten (10) working days of their discovery, but within six months at the latest after delivery, in accordance with Seller's claims handling procedure. Any legal action must be brought within one year of the complaint being made in good time, failing which such legal action shall be barred, without regard to any other limitation period set forth by law or statute. The Seller shall not be liable for any claim concerning the Products if the Buyer has processed material with visible defect(s).

**5.7** The Buyer must keep the non-conforming Products at the Seller's disposal at its own risk. If the Seller is not given the opportunity within ten (10) working days of submission of a complaint within the meaning of Article 5.6 to investigate the complaint, the Buyer cannot rely upon non-conformity.

**5.8** In any event, the Buyer must fulfil its obligation of mitigation of damages and is not entitled to delay or settle the payment of any outstanding invoices. If it has been established that Products are non-conforming to the specifications agreed in the Order Confirmation and a complaint has been submitted in that respect within the specified time, the Seller will be exclusively obliged,

without any further liability, at its sole discretion, either (i) to repair or replace or reimburse the non-conforming Products, or provide additional parts, within a reasonable period of time but only for those portions of Products proven to have failed to meet the agreed specifications at the time of shipment from the Seller's facility, or, (ii) if it is not reasonably possible in the Seller's opinion, or if the price has not already been paid by Buyer, to reduce such price accordingly or cancel / terminate the Agreement, to the exclusion of any other remedy.

## Article 6. Indemnity

In respect of the Buyer's use of the Products, the Buyer shall indemnify and hold harmless the Seller against all claims, costs, and expenses of any nature whatsoever which may arise under product liability principles or otherwise.

## Article 7. Liability

**7.1** The Seller shall not be liable for any loss or damage incurred by the Buyer or any third party, except insofar as this loss or damage is a direct result of intent or deliberate recklessness on the part of the Seller.

**7.2** Notwithstanding the provisions of the preceding subclause, the total liability of the Seller for any damage or loss sustained by the Buyer or any third party in relation to the Order Confirmation shall not exceed and shall be limited to the compensation of direct damage or loss, up to one of the following maximum amounts:

- (i) the invoiced value of the defective or damaged Products of the relevant Order Confirmation at the most, if the claim/dispute relates to defective or damaged Products pursuant to Article 5; or,
- (ii) 100% of the value of the relevant Order Confirmation at the most if, and only if, the claim/dispute does not relate to defective or damaged Products;

whichever is less. In no event shall the total liability of the Seller exceed the above limits.

Notwithstanding the above, the Seller shall in any case not be liable to the Buyer or to any other person for any processing expenses, costs of delay, loss of use of any works or Products, loss of production or productivity, loss of any Order Confirmation or opportunity for an Order Confirmation, loss of revenue, loss of profit, loss of turnover, loss of goodwill, or other financial loss or expense, whatsoever, whether direct or indirect, suffered by the Buyer or by any other person whatsoever in connection with the Order Confirmation. In addition, the Seller shall in any case not be liable to the Buyer or any other person for any consequential loss or indirect damage or loss suffered by the Buyer or by any other person whatsoever in connection with the Order Confirmation.

**7.3** The foregoing limitation of liability in Article 7.2 is a condition of sale of the Products at the price agreed in the Order Confirmation and shall apply in any event



whatsoever, including (without limitation) negligence. The limitation will apply in full, unless the relevant damage or loss is a direct result of intent or deliberate recklessness on the part of the Seller.

- 7.4** If the Order Confirmation concerns Products that the Seller obtains or obtained from third parties, the Seller's responsibility and/or liability vis-à-vis the Buyer will be limited to the scope of the responsibility and/or liability of the Seller's supplier or third parties engaged by the Seller vis-à-vis the Seller, provided however, that such responsibility will not in any event exceed the cap defined in Article 7.2. This provision only applies at the discretion of the Seller.
- 7.5** For the avoidance of doubt, in the event the Order Confirmation contains a liquidated damages clause, such Article shall be the sole remedy of the Buyer in relation to the concerned delay to the exclusion of any other remedies whatsoever (unless the relevant damage or loss is a direct result of intent or deliberate recklessness on the part of the Seller).
- 7.6** The provisions of this Article also apply in favour of all legal entities or natural persons that the Seller engages for the performance of the Order Confirmation.
- 7.7** To the extent that the Buyer or its representatives must enter the Seller's premises after having obtained the Seller's prior written consent, they shall do so at their own risk.
- 7.8** The above exonerations shall be without prejudice to any statutory compulsory provisions regarding the Seller's liability.
- 7.9** Buyer waives the right to annul the Order Confirmation under the Sale of Goods Act Cap S1 LFN 2004.

## Article 8. Force Majeure

- 8.1** "Force Majeure" means events or circumstances not existing on the date of the Order Confirmation, beyond the reasonable control of the Seller, which are not due to the fault, negligence or breach of the Order Confirmation by the Seller and cannot reasonably be avoided, which includes but is not limited to:
- (i) operational breakdown or interruption of operations of any nature whatsoever, regardless of their cause;
  - (ii) delayed or late delivery by one or more of the Seller's suppliers or by a third party;
  - (iii) transport problems or transport impediments of any nature whatsoever that complicate or impede transport to the Seller's company or from the Seller's company to the Buyer;
  - (iv) import and export limitations of any nature whatsoever;
  - (v) war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, laws, regulations, orders or acts of any governmental agency or body;
  - (vi) epidemic and pandemic.

- 8.2** If the Seller cannot fulfil its obligations under the Order Confirmation due to a situation of Force Majeure, the Seller shall not be liable for any consequence resulting, in whole or in part, from such situation and will be entitled to such additional time to perform as may be reasonably necessary. In any such event, the Seller shall also be entitled to apportion its production among its customers in such manner as it may deem equitable. In the event that delivery becomes impossible or unreasonable as a result of such an impediment, the Seller shall be entitled to withdraw from the Order Confirmation.
- 8.3** In addition to the events listed in Article 8.1. (i) to (vi) above which shall always constitute Force Majeure, it is agreed that Force Majeure also includes other causes provided the latter are beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which the Order Confirmation was issued.
- 8.4** Force Majeure does not relieve the Buyer of the obligation to pay in full any amounts due under the Order Confirmation.

## Article 9. Retention of Title

- 9.1** All delivered Products remain the Seller's property until the Buyer has paid in full all of its payment obligations arising from or related to any Order Confirmation, including claims relating to penalties, interests and costs. Until that time, the Buyer is obliged to keep the Products delivered by the Seller separated from other items, clearly marked as the Seller's property, and to take out and maintain proper insurance in respect of those Products.

As such:

- (i) If Products are processed combined, and/or mixed by Buyer with other Products belonging to him, then Seller has the entire ownership on the new Products, irrespective of whether the Buyer has itself incurred any costs in relation to such combination / mixing and without any obligation to account for any such costs. If Products are processed, combined, and/or mixed by Buyer with other Products belonging to other suppliers, then Seller has a joint ownership right in the whole value of the new Products with such suppliers. In such case, Seller's ownership shall be calculated on the basis of the ratio of the invoiced value of the Products to the invoiced value of all Products, which were used for manufacturing the new Products.
- (ii) As long as Buyer is not in default of its payment obligations under the Order Confirmation and provided that it reserves its property rights, the Buyer is exclusively entitled to resell, lease, grant to use the Products in the ordinary course of business. Use of Products for executing service contracts and contracts for work, labour and material is herein regarded as a resale.
- (iii) Buyer's receivables arising out of the resale of Products are already assigned, for security

purposes, exclusively to Seller. Buyer is entitled to collect the receivables from reselling, unless Seller withdraws the direct debit authorization in case of any doubt about the Buyer's solvency and/or financial credibility, or if the Buyer is in arrears on any of its payments. In the event Seller withdraws the direct debit authorization, the Buyer is obliged (i) to inform its clients immediately about the assignment to Seller and that Seller is the owner of the Products, (ii) and to give Seller all information and documents necessary in order to establish and confirm Seller's rights with respect to third parties. Buyer shall be obliged to inform Seller without delay about any garnishment and/or any other actions adversely affecting the Products undertaken by third parties. If the value of the existing security interests obtained by Buyer for the benefit of Seller exceeds in total more than 20 % the total invoiced amount of the contractual debt of Buyer, Seller is obliged, upon Buyer's request, to release Products selected by Seller.

- (iv) The Buyer shall have the sole liability for, and shall bear all risks and costs associated with, the unloading, correct handling and suitable storage of Products and/or the new Products as described in Article 9.1(i) above. Moreover, the Buyer undertakes (i) to take a general liability all risks insurance policy, at its own cost, including coverage as to the deterioration and/or theft of all or a part of Products and/or of the new Products and (ii) provide to Seller, at its first request, a certificate confirming both such insurance coverage and the payment of the insurance premium related thereto.

**9.2** If the Buyer fails to fulfil any obligation pursuant to paragraph 1 of this Article vis-à-vis the Seller, or if there is reasonable ground to fear that the Buyer will not fulfil the stated obligations, the Seller will be entitled, without notice of default, to take immediate possession of the delivered Products, regardless of their location. The costs of repossession will be payable by the Buyer.

**9.3** As long as the above claims have not been satisfied, the Buyer will not be entitled to dispose of the Products concerned or to create a right of pledge or non-possessory pledge in respect of those Products. The Buyer may not make such Product permanently a component of a (new) object beforehand either.

**9.4** In the event the Seller intends to take possession of the delivered Products as mentioned in Article 9.2, the Buyer will permit and allow the Seller or its designated third parties access to the premises of the Buyer and more in particular to all the buildings and rooms in which such Products are stored, at all times. The Buyer shall cooperate with the Seller, or the third party appointed by the Seller, so that such taking of possession can be carried out in the optimum conditions, it being agreed that the Seller shall strive not to interfere unreasonably with the Buyer's business activities.

**9.5** In the event that bankruptcy of the Buyer is filed or declared, the Buyer will immediately upon his appointment inform the receiver or trustee (in charge of allocating the insolvency assets) and all other relevant parties about the retention of title under Article 9.1.

**9.6** The Buyer has the obligation to take out liability insurance that covers, among other things, full or partial damage, loss or theft of the delivered Products. The Buyer is obliged to provide the Seller with a copy of the relevant insurance policy on demand. In general, the Buyer will be obliged to take good care of the delivered Products, in any case until the ownership has been transferred and any possible right of pledge has lapsed.

## Article 10. Other Provisions

**10.1 SEVERABILITY:** If one or more provisions of these conditions are invalid, in violation of the law or unenforceable, such will not affect the validity of the other provisions. The Buyer and the Seller will negotiate by mutual consent a new provision to replace the invalid or unenforceable provision that will, to the extent possible, be in line with the purport of the invalid or unenforceable provision. The parties accept to substitute, to the extent possible, such invalid provision with such valid provision having the same effect and reflecting the initial intentions of the parties. Nevertheless, the other provisions of the Order Confirmation shall remain in force.

**10.2 ORDER OF PRECEDENCE:** If the provisions of these Conditions and the Order Confirmation conflict, the provisions of the Order Confirmation will prevail.

**10.3 MODIFICATIONS:** Any departure from these Conditions and from the Order Confirmation is only valid if explicitly set out in writing by the Seller, or its authorized representative, and applies until the day on which the Seller revokes it.

**10.4 LANGUAGES:** To the extent that these Conditions have also been drawn up in any other language, the English version will always be decisive and prevail in the event of any differences.

**10.5 ASSIGNMENT:** The Buyer may not assign or delegate any of its rights and obligations under the present Order Confirmation without the prior written consent of the Seller.

**10.6 STATUTE OF LIMITATION:** The Parties agree that any action in relation to an alleged breach of the Agreement shall be commenced within one (1) year of the date of breach. Any action not brought within that one (1) year time period shall be barred, without regards to any other limitation period set forth by law or statute.

**10.7 RIGHTS OF THIRD PARTIES:** Nothing in this Agreement is intended or will be construed to confer upon or give to any person, firm or corporation, other than the parties and their respective successors and permitted

assignees, any remedies or rights under this Agreement under the Contract (Rights of Third Parties) Act 1999, the application of which is expressly excluded

**10.8 REPRESENTATIONS:** Each Party guarantees that it has not entered into this Agreement relying on any warranty, representation or undertaking except those expressly set out in this Agreement.

## Article 11. Non-Disclosure

**11.1** All proprietary confidential information of the Seller, including the Seller's business, know how, trade secrets, specifications, procedures (such as quality procedures), technical or commercial information, pricing/costs information (hereinafter "confidential information") disclosed to Buyer within the framework or in connection with the Order Confirmation and/or the offer and/or Order Confirmation issued by the Seller to the Buyer for the Products, is proprietary to Seller and shall be held in confidence by Buyer. The confidential information shall only be used by Buyer exclusively in connection with the Order Confirmation and shall not be used for any other purposes or disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.

**11.2** If the Buyer breaches Article 11.1, it must pay to the Seller an immediately due and payable sum of ₦80,000 (NGN) for each breach and without an additional default notice being required, without prejudice to the right of the Seller to claim full compensation.

## Article 12. Proprietary Rights

Any rights of ownership and any intellectual property rights (e.g. patent rights, trademarks, copyrights etc.) in any designs, drawings, samples and documents disclosed by the Seller to the Buyer in connection with the Order Confirmation remain with the Seller.

## Article 13. Applicable Law and Disputes

**13.1** All Order Confirmation(s), these Conditions and Agreement(s) with the Seller are governed exclusively by the Laws of Nigeria. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) are expressly excluded and do not apply, neither do any existing or future international regulations on the purchase of movable tangible property whose effect can be excluded by the Parties.

**13.2** All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration and Mediation Act 2023 (AMA) in accordance with the laws of the Federation of Nigeria.

## Article 14. Compliance with Law & ArcelorMittal Policies

### 14.1 Compliance with Law

The Buyer shall comply, and shall ensure that (i) its directors, officers, employees, and any person acting for its or on behalf of it (e.g., agents, brokers, distributors, sub-contractors, joint venture partner ...) (referred to as "Personnel") as well as (ii) its affiliates and Personnel of its affiliates ((i) and (ii) together referred to as "Related Parties", each of them as "a Related Party") shall comply, with all applicable Laws, including those concerning corruption, money-laundering, payment of bribes, in particular:

#### 14.1.1 Trade Sanctions

**14.1.1.1** the Buyer represents that (i) the Agreement, and all actions necessary to give effect it intends this order confirmation or agreement to the transactions to the Agreement shall comply and believes will comply, with all economic sanctions, trade embargoes and Export Control Laws export control laws, regulations, decrees, orders or requirements ("sanctions") administered or enforced by the United Nations (UN), the United States (US), the European Union (EU), United Kingdom (UK), Canada or any other competent sanctions authority; and (ii) it has not taken (or refrained from taking) any action that would cause any itself or the other party to this Agreement to breach any aforementioned be in contravention of any applicable sanctions or risk being designated as a Sanctions Person.

**14.1.1.2** The Buyer further represents that it is not, and/or none of the following are, the subject of sanctions:

- (i) The party itself, its officers and/or employees;
- (ii) The shareholder/s and the ultimate beneficiary of such party;
- (iii) The director/s or Board of Directors of such party or the company/s which control/s such party;
- (iv) any supplier or service provider of the Buyer involved in the transaction under this Agreement, including without limitation, agents, brokers, distributors, sub-contractors, joint venture partner;
- (v) the shareholder/s and the ultimate beneficiary of any supplier of the Buyer;
- (vi) the director/s or Board of Directors of such supplier or the company/s which control/s such supplier;

**14.1.1.3** The Buyer represents and warrants that it will comply with all applicable Dutch, UN, US, EU, UK and/or Canadian sanctions law and ensure that:

- (i) no products, services or technology will be exported, sold, supplied, transferred or provided (in whatever form, by way of sale, lease, processing or otherwise) in breach of such laws;
- (ii) the products, services or technology are not directly or indirectly intended or might not be possibly intended for a country on which sanctions are imposed in respect of these products, services or technology, or in respect of what they would be used for or the sector in which they would be used or that would otherwise be in conflict with applicable sanction laws;
- (iii) no persons or entities listed hereabove, or would have been listed on official sanctions lists under applicable trade sanctions laws, are involved or could benefit from the Agreement; and
- (iv) it has obtained all relevant government licenses or authorizations required under any applicable Sanctions and Export Control laws in connection with the performance of this Agreement.

- 14.1.1.4** The Buyer further represents and warrants that the Products will not be used, or directly or indirectly sold, supplied or transferred for use in, any activity related to, or in connection with Iran's nuclear, military or ballistic missile programs sector, including but not limited to the acquisition or development of:
- (i) Chemical, biological, nuclear or other "mass destruction" weapons or related technologies or
  - (ii) Conventional weapons or
  - (iii) Ballistic missiles.

The Buyer represents and warrants that no products, services or technology will be provided to any person, or for any use, in Cuba, Iran, North Korea, Syria, the Crimea/, Sevastopol region of Ukraine, and the so-called, Donetsk People's Republic and so-called, Luhansk People's Republic(Ukraine) and any other occupied territories under sanctions and/or Russia (hereafter 'Sanctioned Territory').

**14.1.2 Corruption:**

The Buyer represents and warrants that, in connection with an Agreement or the business resulting therefrom: (i) it is knowledgeable about Anti-Corruption Laws (i.e. all anti-corruption/bribery laws) applicable to the Agreement and shall comply with all such laws and (ii) neither it nor a Related Party has paid, offered or authorised or will make, offer or authorise any payment (including facilitation payments), gift, promise or other advantage or inducement to or for the use or benefit of a government official or a private person.

The Buyer represents and warrants that neither it nor its Related Parties is (i) an official or

employee of the relevant country's government or of any other governmental agency or department (ii) a political party, an official or employee of a political party or a candidate for political office, (iii) a person acting in an official capacity for a government, (iv) an official or director, officer or employee of a company wholly or partially controlled by a government of a political party, (v) an official, officer or employee of a public international organisation or (vi) an immediate family member of any of the foregoing (all together referred to as "Government Official"). If any of the foregoing becomes a Government Official, the Buyer shall promptly disclose any such appointment to Seller and such appointment may result in the termination of the Agreement at the sole discretion of the Seller.

**14.2 Fraud:**

- 14.2.1** The Buyer must take all necessary steps in accordance with good industry practice, to prevent fraudulent activities, in relation to the agreement, by the Buyer or its Personnel.

**14.3 Compliance with ArcelorMittal's Policies**

Buyer has reviewed ArcelorMittal's (i) Code of Business Conduct and (ii) Procedure for Anti-Corruption ("Policies") as set out on ArcelorMittal's website: <http://www.arcelormittal.com>. In the performance of its obligations under the Agreement and business arising from it, Buyer shall comply with the principles contained in these Policies and shall ensure that its Related Parties comply with those principles (or where the Buyer or its Related Parties have adopted equivalent principles, with those principles).

**14.4 Audit rights, Internal Controls and Record Keeping:**

- 14.4.1** The Buyer shall maintain and ensure that its Related Parties maintain adequate internal controls and procedures to ensure compliance with this "Compliance with the Law and ArcelorMittal Policies" clause, including procedures to accurately record and report all relevant transactions in its books and records.
- 14.4.2** The Buyer shall retain, and ensure that its Related Parties retain, all records, invoices and information related to this Agreement ("Records") for 10 years after termination of the Agreement. The Buyer shall provide ArcelorMittal with originals of any Records, on request. ArcelorMittal may reproduce and retain copies of any Records.
- 14.4.3** ArcelorMittal shall be entitled to monitor or audit the Buyer's compliance with this "Compliance with the Law and ArcelorMittal Policies" clause - and in particular audit all information, rates



and costs and expenses related to this Agreement - at any time while the Agreement is in force and within ten (10) years of its termination. In the course of such monitoring or auditing, the Buyer shall (i) provide ArcelorMittal (or its authorised representative) with access at all reasonable times to its premises and Records (and those of its Related Parties) and (ii) permit ArcelorMittal (or its authorised representative) to interview the Buyer's Related Parties, upon ArcelorMittal's request. The Buyer shall implement all agreed recommendations arising from such monitoring or auditing within the deadlines mutually agreed with ArcelorMittal.

#### **14.5 Indemnity, Liability and Termination:**

- 14.5.1** The Buyer shall indemnify, defend, and hold harmless the Seller and its affiliates, directors, officers, employees and associated companies and their personnel, from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Buyer's breach of its obligations, representations, warranties or undertakings in this Article 14.
- 14.5.2** It is clarified that the Buyer will not be entitled to claim any indemnification or damages from the Seller in connection with early termination of the Agreement and nothing in this Article 14 limits or excludes any obligation or liability imposed by Law on the Buyer or its Personnel and/or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of its Personnel.
- 14.5.3** The Seller may terminate the Agreement or suspend or withhold payment, without notice and without any liability towards the Buyer or a Related Party, if the Buyer or a Related Party has acted in breach of this Article 14, or if, in the Seller's reasonable opinion, the Buyer has violated, intends to violate, or has caused a violation of any Anti-corruption Laws, or if any conflict of interest arises between the Buyer or a Related Party and the Seller or a related Party of the Seller.
- 14.5.4** The Buyer shall include these representations and warranties by way of a perpetual article in any subsequent contracts under which the Products are disposed of.

### **Article 15. Environmental, Sustainability and Governance ('ESG')**

In the context of sustainable development, the Seller is strongly committed to health and safety, human rights,

environmental protection, climate change adaptation and mitigation, circular economy, ethics and integrity (including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, and data protection) (hereinafter "ARCELORMITTAL'S POLICIES"). These policies can be viewed on the Seller's Corporate website. The Buyer acknowledges and assures that it is aware of and has implemented policies that respect and promote human and environmental rights, as well as due diligence practices to identify, prevent, mitigate and remediate actual and potential adverse human and environmental impacts in line with relevant regulations including, but not limited to EU Corporate Sustainability Due Diligence Directive, EU Taxonomy Regulation (with specific consideration to exposure to controversial weapons) and EU Whistleblower Directive.

### **Article 16. Non-Diversion**

The Buyer represents and warrants that it will not divert the Products to destinations other than the destination indicated in the Agreement and/or in the Order Confirmation, unless agreed in writing by the Seller. If the Buyer becomes aware of any possible diversion, it will immediately notify in writing the Seller thereof.

### **Article 17. Packaging**

Unless otherwise stated, the Buyer shall be responsible for providing the packaging materials and the means of protection, fastening and securing used during transport of Products. If the Buyer fails to comply with this obligation and as a result of said failure Seller incurs any liability, the Buyer shall hold the Seller harmless from such liability. The Buyer will not be able to pass on to the Seller the costs of its destruction, recycling or storage. Notwithstanding the foregoing paragraph, any packing material used for securing the Products will remain the Seller's property and the Buyer is obligated to return them at its own expense to the Seller. If not returned by the Buyer, the Seller shall have the right to invoice the Buyer for the packaging material, unless otherwise mutually agreed. The marking, if required, shall be made in accordance with the norms adopted by the Seller, unless other requirements from the Buyer agreed by the Seller.