

# Terms and conditions

## ArcelorMittal NA (United States)

### TERMS AND CONDITIONS OF SALE

The following terms and conditions shall be deemed part of every order quoted, accepted or acknowledged, and every sale by ArcelorMittal Sales and Administration LLC and its Affiliates, for itself and as exclusive sales agent for AM/NS Calvert LLC (collectively the "Seller"):

- DEFINITIONS.** As used herein, the term "Buyer" shall mean the purchaser of the goods identified on Seller's order acknowledgement or its attachments, and all others liable for the purchase price. The term "Goods" shall mean all steel materials, products, accessories, parts and any related services identified or referred to in the order acknowledgement and all attachments, exhibits, and amendments, and in these terms and conditions. The term "Contract" shall mean the terms and conditions described in Seller's quotation or order acknowledgement, all attachments, exhibits, and amendments, and these Terms and Conditions of Sale.
- ACCEPTANCE.** SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON ACCEPTANCE OF THESE TERMS AND CONDITIONS. TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS CONTAINED IN ANY COMMUNICATION FROM BUYER RELATING TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, BUYER'S PURCHASE ORDER, RELEASE, QUALITY MANUALS OR DOCUMENTS REQUIRED TO ACCESS OR PARTICIPATE IN ANY BUYER SUPPLIER PORTALS, ARE DEEMED MATERIAL AND ARE HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY SELLER IN WRITING. Seller's acceptance of Buyer's order or commencement of performance shall not constitute acceptance of any of Buyer's terms and conditions. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of Seller's order acknowledgment without written objection sent to Seller within ten (10) days after receipt of this order acknowledgement or accepted purchase order, (2) instructing Seller to begin work or to ship any of the goods after receipt of Seller's order acknowledgement or accepted purchase order, or (3) acceptance of all or any part of the Goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these terms and conditions.
- ENTIRE AGREEMENT.** Except as otherwise agreed to by Seller in writing, the terms and conditions set forth herein, together with the applicable Seller order acknowledgement or accepted purchase order, shall constitute the complete and final agreement between Seller and Buyer, superseding completely any prior proposals, negotiations and representations, whether oral or in writing. Terms or conditions contained in any document issued by Buyer which in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. This Contract can be modified only by a writing signed by the Seller and Buyer.
- PURCHASE PRICE.** The purchase price of the Goods shall be as stated on Seller's quotation, order acknowledgement or accepted purchase order; provided, however, that if Seller announces a surcharge, such surcharge shall become effective for Goods scheduled for shipment beginning on the date set forth in Seller's announcement of such surcharge or, if there is no such date, immediately upon such announcement. Seller reserves the right to change all quotations at any time. Seller shall be bound only upon issuance of an order acknowledgment or shipment and acceptance of all or any part of the Contract.
- PURCHASE ORDER MODIFICATION/CANCELLATION.** Buyer cannot modify, cancel, or otherwise alter purchase orders after receipt by Seller without Seller's written consent. Any such modification, cancellation, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Seller against loss.
- STANDARDS AND TOLERANCES.** Unless specifically agreed to in writing by Seller, all Goods sold hereunder shall conform to industry standard variations and tolerances such as those described by ASTM International ("ASTM"), the American Iron and Steel Institute ("AISI"), and the Society of Automotive Engineers ("SAE"), or shall be produced in accordance with Seller's standard practices. All Goods shall be subject to mill tolerances and variations consistent with good mill practice with respect to dimensions, weight, straightness, section, compositions and mechanical properties, to normal variations in surface and internal conditions and quality, to deviation from tolerances and variations consistent with practical testing and inspection methods and to regular mill practices on over and under shipments.
- MECHANICAL PROPERTIES/CHEMICAL ANALYSIS.** Seller makes no warranty with respect to data referring to mechanical properties or chemical analyses of tests performed on specimens of the Goods. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations on the Goods in accordance with prescribed sampling procedures.
- TECHNICAL ADVICE.** Seller assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of Seller's Goods, all such technical advice being given and accepted at Buyer's

risk. Seller will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits or lost sales, whether foreseeable or not, and even if Seller has been advised of the possibility of damages.

- LIMITED WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, SELLER'S GENERAL CLAIMS POLICY, OR IN SELLER'S ORDER ACKNOWLEDGEMENT, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE GOODS, EXPRESS OR IMPLIED, AND SELLER ACCEPTS NO RESPONSIBILITY, RISK, OR LIABILITY TO BUYER OR OTHERS, BY STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. SELLER ACCEPTS NO RESPONSIBILITY, RISK OR LIABILITY TO BUYER OR OTHERS CONCERNING, RELATING TO OR ARISING OUT OF THE PERFORMANCE, NONPERFORMANCE, FAILURE, EFFICACY, LENGTH OF LIFE OF OR ANY DEFECT IN THE WHOLE OR ANY PART OR PARTS OF ANY PRODUCT OR PRODUCTS MANUFACTURED OR FABRICATED FROM OR INCORPORATING OR OTHERWISE USING THE GOODS SOLD HEREUNDER.
- EXCLUSIVE REMEDY.** BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PORTION OF ANY GOODS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON THE SELLER'S ORDER ACKNOWLEDGEMENT SHALL BE, AT SELLER'S SOLE DISCRETION: (1) REPLACEMENT OF GOODS AT THE POINT OF SHIPMENT FROM THE SELLER'S FACILITY, (2) REPAIR OF THE GOODS AT A LOCATION TO BE DETERMINED BY THE SELLER, OR (3) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH GOODS UPON AUTHORIZED RETURN THEREOF. IN THE EVENT SELLER HAS AUTHORIZED BUYER TO SCRAP ALL OR ANY PORTION OF THE GOODS, THE SCRAP ALLOWANCE IS TO BE CREDITED TO THE SELLER.
- LIMITATION OF LIABILITY FOR DELIVERY DELAYS.** Delivery dates are approximate. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery. ACCEPTANCE OF GOODS BY BUYER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.
- CLAIMS BY BUYER.** Claims by Buyer with respect to shortage of Goods, or for damaged Goods must be made in writing no later than sixty (60) days following shipment of Goods for visual damage to unwrapped Goods or shortage of Goods, and no later than one hundred eighty (180) days of shipment of Goods for all other circumstances including damage to wrapped goods, non-visual defects, and all nonconformance to ordered specifications. All claims must be made only for substantial cause, must be in writing, and must specify the reason(s) for the claim. THE FAILURE TO NOTIFY SELLER OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS SECTION SHALL CONSTITUTE A WAIVER OF AND BAR SUCH CLAIM. SELLER SHALL INCUR NO LIABILITY FOR SHORTAGE, DAMAGE, OR FAILURE TO MEET SPECIFICATIONS ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE BUYER UNLESS BUYER SHALL HAVE ENTERED FULL DETAILS THEREOF ON CARRIER'S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER'S AGENT. SELLER MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE BUYER DISPOSES OF THE GOODS. ANY DAMAGED GOODS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT SELLER'S WRITTEN PERMISSION. Buyer agrees that the provisions of the Seller's General Claims Policy shall govern all claims submitted to the Seller by the Buyer for goods sold hereunder, unless provided otherwise in Seller's order acknowledgement. No allowance will be made to Buyer for storage, materials or labor involved in the movement of rejected Goods from the plant of Buyer or Buyer's processor or Buyer's storage facility. A variation between Seller and Buyer's scale weight of up to one percent (1%) shall be permissible.
- LIMITATION OF LIABILITY.** SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS AGAINST WHICH CLAIM IS MADE, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF REMOVAL, REINSTALLATION OR SHIPMENT, DOWNTIME, OR LOST PROFITS AND LOST SALES (REGARDLESS OF WHETHER DIRECT OR CONSEQUENTIAL). SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK SEPARATE AND APART FROM ANY LIMITED REMEDIES, AND THE PRICE STATED FOR THE GOODS IS CONSIDERATION IN LIMITING SELLER'S LIABILITY.
- TRANSPORTATION CHARGES.** Unless specified in Seller's quotation or order acknowledgement, prices quoted do not include shipment costs. Except as

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- otherwise agreed, delivery prices are computed by adding the cost of transportation to destination and any taxes paid by the Seller. If Goods are shipped freight prepaid, the charge for freight shall be added to the invoice. Buyer may elect to pick up the Goods, provided that Buyer does so within ten (10) days after Buyer has been notified by Seller of the date of shipment, and Buyer gives 24 hours' notice prior to picking up the Goods. Seller reserves the right to ship without further notification at any time after the ten (10) day period. If such method of transportation is not available as requested, Seller reserves the right to use an alternate method of transportation, whether or not at a higher rate. In any such case, Seller shall notify buyer of any such changes as promptly as possible.
15. **PASSAGE OF TITLE, RISK OF LOSS.** Unless expressly specified in Seller's quotation or order acknowledgement, all deliveries are F.O.B. Seller's facility or other point of manufacture, and risk of loss to the Goods shall pass to the Buyer after delivery to carrier, regardless of whether freight prepaid or freight collect to destination, and regardless of which party arranges the freight charges or particulars of shipment. For Goods priced at destination, any charges at destination for spotting, switching, handling, storage, demurrage and other accessory services shall be for Buyer's account, unless otherwise stated in the Seller's order acknowledgement. Risk of loss, damage or delay in transit shall be borne by Buyer. Seller reserves and retains title to Goods until delivery to Buyer. With respect to freight collect shipments, it shall be the responsibility of the Buyer to select the carrier involved and for freight prepaid, freight collect or any other arrangement, it shall be the responsibility of the Buyer to file and pursue any claims with the carrier related to loss, damage or delay in transit. Seller shall not be responsible for any liability, loss, costs, damages, claims or expenses resulting from any losses Buyer may incur in connection with the shipment of the Goods including, without limitation, the failure to properly secure Goods or the failure to keep all Goods clean, dry and covered during shipment. Buyer agrees to indemnify and save harmless Seller from and against any liability, loss, costs, damages, claims and expenses that the Seller may incur in connection with the shipment of Goods. Buyer shall not have the right to divert such shipment without permission of the Seller. Unless specified in Seller's order quotation, acknowledgment or accepted purchase order, Seller reserves the right to select the mode of transportation.
  16. **SECURITY INTEREST; DEFAULT.** Buyer grants and Seller retains a purchase money security interest in all Goods until paid in full, notwithstanding delivery to Buyer. Buyer agrees to execute upon request financing statements in favor of Seller covering the Goods. If any payment for the Goods is not paid when due Seller may declare all payments immediately due and, in addition to all other rights and remedies accorded to it, enter Buyer's premises and repossesses and sell the Goods on or off Buyer's premises. Buyer shall be liable for Seller's reasonable attorneys' fees and other costs incurred in the collection of amounts owed by Buyer or in enforcing this security interest.
  17. **TAXES AND DUTIES.** Prices quoted do not include any taxes or other assessments. All taxes of any kind levied by any federal, state, municipal, foreign, or other governmental authority which Seller is required to collect or pay with respect to the production, sale, purchase, delivery, storage, processing, use, consumption, or shipment of Goods sold hereunder shall be the responsibility of Buyer. This also includes, in the case of export orders, responsibilities for any tariffs, duties or the management of any special import restrictions or other customs formalities associated with the importation of the goods by the Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller. Buyer hereby affirms that it is purchasing the Seller's Goods referenced herein for resale, and/or that Buyer is not the end user of the Goods, so as to be exempt from any otherwise applicable sales tax.
  18. **PACKAGING.** Seller shall use all reasonable means to comply with any packaging, loading, or bracing requirements specified in Buyer's purchase order. Any extras due to compliance with such requirements shall be charged according to the Seller's Extras List. If no packaging, loading, or bracing requirements are specified, Seller shall comply with Seller's standard packaging and shipping procedures customarily applied to the method of transportation used for such Goods.
  19. **FORCE MAJEURE.** Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, directly or indirectly, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; mill conditions; temporary or permanent mill closures; equipment failure; inability to obtain power, fuel, material, or parts; government action; war; acts of terrorism; riot; civil unrest; delays in transportation; repairs to equipment; epidemics, pandemics, or quarantines; floods; fires; severe weather conditions; natural disasters; accidents; or other contingency the non-occurrence of which was a basic assumption on which the purchase order was made.
  20. **PAYMENT TERMS.** Unless otherwise agreed to in writing by Seller payment terms are net cash thirty (30) days from the date of invoice payable in United States dollars or the equivalent thereof. Buyer shall follow Seller's payment instructions and fraud prevention policies and be responsible for misrouted payments. Discounts for payments within ten (10) days from the date of the invoice, when applicable, will be specified on the invoice, no discount being allowed on transportation charges. Interest will accrue on invoices unpaid after the net due date. The interest charge will be calculated utilizing the prime rate (as printed in the Wall Street Journal) plus three percent (3%), or the maximum legal contract interest rate, whichever is less. If Buyer fails to make payment in full or in part or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of the order, or (ii) proceed with the order, given an extension of time for performance as is necessitated by the temporary suspension. Seller shall have right to enforce payment of the full purchase price, including any price increase or surcharge, for Goods already delivered or in process. Seller shall have the right to employ an attorney to collect the due balance and Buyer agrees to pay all collection costs incurred by Seller, including Seller's attorney fees.
  21. **OFFSETS.** Buyer hereby authorizes Seller to credit toward the payment of any monies that may become due Seller hereunder, any monies which may now or hereafter be owed to Buyer by Seller or by any subsidiary, affiliate, or parent of the Seller.
  22. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by Seller against the amount owed by Buyer with full reservation of all Seller's rights and without an accord and satisfaction of Buyer's liability.
  23. **CREDIT.** Buyer represents that Buyer is solvent and can and will pay for the Goods sold to the Buyer in accordance with these terms and conditions. Production, shipment, and delivery of the Goods shall at all times be subject to approval of Seller. Seller may, at its option, suspend performance, modify payment terms, or terminate the Contract if, in Seller's opinion, the credit of Buyer becomes impaired, until such time as Seller has received full payment, including any general price increases or surcharges, or satisfactory security for deliveries made and is satisfied as to Buyer's credit for future deliveries. Seller reserves the right, by written notice, to cancel any order, reevaluate payment terms, or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of a material adverse change to the Buyer's financial condition.
  24. **CONFIDENTIALITY.** Any pricing information provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, 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.
  25. **GOVERNING LAW.** This Contract and claims relating to this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, including the Illinois Uniform Commercial Code, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
  26. **MEDIATION.** Buyer and Seller will attempt in good faith to resolve promptly through negotiation any dispute arising from or related to this Contract. If a dispute should arise, representatives of the Buyer and Seller shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, Buyer or Seller may request a meeting which shall be held within fifteen (15) days of the request at a mutually agreed upon time and place. The meeting shall be attended by representatives of each party with authority to resolve the dispute. IF BUYER AND SELLER ARE NOT ABLE TO CONDUCT A MEETING WITHIN SAID FIFTEEN (15) DAY PERIOD, OR IF BUYER AND SELLER DO NOT RESOLVE THE DISPUTE WITHIN THIRTY (30) DAYS AFTER THEIR FIRST MEETING, BUYER AND SELLER AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BUYER AND SELLER FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and Seller agree that the entire mediation procedure will be confidential. Buyer or Seller must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five (45) days after the date such notice is given. Buyer and Seller will jointly appoint a mutually acceptable mediator. If Buyer

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- and Seller are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or Seller may apply to the American Arbitration Association for appointment of a mediator. The mediation shall be held in Chicago, Illinois. Buyer and Seller agree that the expenses of mediation shall be borne equally by both parties.
27. **JURISDICTION.** BUYER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT. SUBJECT TO SECTION 26, BUYER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, AND WAIVES THE RIGHT TO ASSERT THAT ANY ACTION IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.
28. **STATUTE OF LIMITATIONS.** BUYER AND SELLER AGREE THAT ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS SALE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE LATER OF THE DATE THE GOODS ARE DELIVERED TO BUYER OR THE DATE OF ACCRUAL OF THE CLAIM.
29. **NONWAIVER.** Seller reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing and signed by an authorized officer of Seller.
30. **SEVERABILITY.** If any provision or part of a provision of this Contract is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.
31. **AUDIT.** Unless otherwise agree to in writing by Seller, Buyer shall have no right to audit any books or records of Seller, including but not limited to, applicable purchase orders and order acknowledgements.
32. **INDEMNIFICATION.** Buyer shall indemnify Seller against any loss, damage, suit, liability, or claim (including reasonable attorney fees and costs) caused by acts of Buyer not authorized by this agreement or by any willful or negligent act of the Buyer.
33. **GENERAL COMPLIANCE WITH LAWS.** Buyer shall at all times comply with all laws applicable to this Contract, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use or otherwise, that violates any applicable law.
34. **E-VERIFY COMPLIANCE.** This Contract is for the provision of goods (rather than for services or construction); to the extent that the Goods are ultimately used in the performance of a federal contract, Seller is not subject to the E-Verify requirement set forth in the Federal Acquisition Regulations in clause 52.222-54. It is the Buyer's obligation to ensure compliance with any applicable E-Verify obligation, regulation, or law to the extent they apply to Buyer. Should any additional immigration or E-Verify obligation apply in the course of Buyer's business, it is Buyer's obligation to ensure compliance with that obligation and to immediately notify Seller if any requirement (beyond that set forth in 8 CFR 274a.2) may apply to Seller due to Seller's transaction with Buyer.
35. **ANTI-CORRUPTION LAWS.** Buyer agrees that in connection with this Contract, Buyer shall comply with all applicable anti-corruption laws, including but not limited to the Foreign Corrupt Practices Act of 1977 (15 U.S.C. Sections 78dd-1, et seq.) and the UK Bribery Act 2010. Seller may terminate this Contract if it has a good faith belief that Buyer has violated, intends to violate, or has caused a violation of any applicable anticorruption laws.
36. **U.S. GOVERNMENT TRADE SANCTIONS.**
- (a) BUYER REPRESENTS NEITHER BUYER NOR ANY DIRECTOR, MANAGER, OFFICER, EMPLOYEE, OR AFFILIATE THEREOF IS THE SUBJECT OF ANY SANCTIONS ADMINISTERED BY THE U.S. DEPARTMENT OF THE TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ("SANCTIONS") OR IS LOCATED, ORGANIZED, OR RESIDENT IN A COUNTRY OR TERRITORY SUBJECT TO SANCTIONS, INCLUDING CUBA, IRAN, SYRIA, NORTH KOREA, OR THE CRIMEA REGION OF UKRAINE ("COLLECTIVELY, A "SANCTIONED PERSON");
- (b) BUYER AND SELLER ACKNOWLEDGE THAT NO DIRECT OR INDIRECT (THROUGH A THIRD PARTY OR THIRD COUNTRY) TRANSACTIONS, INCLUDING THE EXPORTATION OR IMPORTATION OF GOODS, TECHNOLOGIES, OR SERVICES, OR FINANCIAL TRANSFERS WILL TAKE PLACE BETWEEN U.S. PERSONS OR, AS APPROPRIATE, PERSONS SUBJECT TO U.S. JURISDICTION AND SANCTIONED PERSONS, OR FOR THE BENEFIT OF SUCH SANCTIONED PERSONS WITHOUT (i) APPROPRIATE U.S. GOVERNMENT AUTHORIZATION, SUCH AS, BUT NOT LIMITED TO, A SPECIFIC LICENSE FROM OFAC, AND (ii) WRITTEN PERMISSION FROM BOTH BUYER AND SELLER;
- (c) BUYER AND SELLER ALSO AGREE THAT IN ADDITION TO COMPLYING WITH OTHER APPLICABLE IMPORT AND EXPORT STATUTES AND REGULATIONS, THEY WILL COMPLY WITH THE U.S. EXPORT ADMINISTRATION REGULATIONS ANTIBOYCOTT PROVISIONS (15 C.F.R. PART 760), AND THE INTERNAL REVENUE CODE PROVISION (26 U.S.C. 999) PROHIBITING SUPPORT FOR CERTAIN TRADE BOYCOTTS THAT ARE NOT ENDORSED BY THE U.S. GOVERNMENT, INCLUDING THE ARAB LEAGUE BOYCOTT OF ISRAEL, INDIA AND PAKISTAN'S BOYCOTTS OF EACH OTHER'S PRODUCTS, AND OTHER SIMILAR NON-U.S. GOVERNMENT ENDORSED TRADE EMBARGOES, TO THE EXTENT THE REGULATIONS APPLY TO TRANSACTIONS IN WHICH THEY ARE ENGAGED. FURTHER, BUYER AND SELLER AGREE THAT THEY WILL COMPLY WITH MANDATORY REPORTING REQUIREMENTS PROVIDED IN THAT STATUTE AND IN THOSE REGULATIONS;
- (d) THE SELLER MAY TERMINATE THIS CONTRACT WITHOUT NOTICE AND WITHOUT ANY LIABILITY TO THE BUYER IF THE BUYER BREACHES THE ABOVE PROVISIONS OR BECOMES A SANCTIONED PERSON. THE BUYER SHALL HOLD THE SELLER HARMLESS FROM ANY CLAIMS SUFFERED BY BUYER OR SELLER AS A RESULT OF ANY VIOLATION OF THE ABOVE PROVISIONS BY THE BUYER. THE BUYER WARRANTS THAT IT WILL NOT DIVERT THE GOODS TO DESTINATIONS OTHER THAN THE DESTINATION INDICATED IN THE PURCHASE ORDER AND SHALL INCLUDE THESE TRADE SANCTION PROVISIONS IN ANY SUBSEQUENT CONTRACTS UNDER WHICH THE GOODS ARE RESOLD.
37. **EXPORT CONTROL COMPLIANCE.** CERTAIN GOODS PRODUCED BY SELLER, AS WELL AS TECHNOLOGY OR SOFTWARE ASSOCIATED WITH THESE PRODUCTS, MAY BE SUBJECT TO EXPORT CONTROLS UNDER THE U.S. EXPORT ADMINISTRATION REGULATIONS (15 CFR §§ 730-774) OR THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (22 CFR § 120 ET. SEQ.) BASED ON THEIR SPECIFIC DESIGN, CHARACTERISTICS OR END USE. BY ACCEPTING THESE GOODS, BUYER AGREES THAT IT WILL NOT DIRECTLY OR INDIRECTLY, EXPORT, REEXPORT, TRANSSHIP, TRANSFER, TRANSMIT OR RELEASE GOODS, TECHNOLOGY OR SOFTWARE WITHOUT OBTAINING THE NECESSARY EXPORT LICENSES, REEXPORT AUTHORIZATIONS OR OTHER GOVERNMENTAL APPROVALS REQUIRED BY LAW.
38. **COVERED DEFENSE INFORMATION.** Notwithstanding incorporation of DFARS 252.2004-7012, Buyer shall not provide covered defense information to Seller without prior written notice. Absent such notice, the parties do not anticipate exchange of covered defense information in the performance of this agreement.
39. **PRIVACY.** Any personal data collected or used by Seller pursuant to this Contract will be used for the purpose of the supply of Goods contemplated by this Contract or associated communication. For additional information on Seller's privacy practices, see Seller's privacy policy, available at <https://usa.arcelormittal.com/site-services/privacy-policy>, which may be updated by Seller from time to time.
40. **ASSIGNMENT OR DELEGATION.** BUYER SHALL NOT ASSIGN OR DELEGATE ANY OR ALL OF ITS DUTIES OR RIGHTS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.
41. **MISCELLANEOUS.** Seller and Buyer are independent parties and nothing in the terms and conditions herein, accepted purchase order or order acknowledgment shall make either party agent, partner, joint venturer, or legal representative of the other.
42. **INCORPORATION BY REFERENCE.** Any clause required to be included in an Order of this type by any applicable and valid federal, state, or local law or administrative rule having the effect of law shall be deemed incorporated herein.