

GENERAL TERMS

of provision of services on the premises of ArcelorMittal Warszawa Sp. z o.o.

1. These GENERAL TERMS, hereinafter referred to as **"the Terms,"** outline the terms and conditions of provision of services on the premises of ArcelorMittal Warszawa Sp. z o.o., hereinafter also referred to as **"the Principal,"** by external companies, hereinafter referred to as **"Contractors,"** in conformity with the general occupational health and safety and environment protection regulations, the construction law, the act on education in sobriety and counteracting alcoholism, separate special acts and regulations, the Polish Standards, as well as the internal requirements of ArcelorMittal Warszawa.

2. Any reference herein to:

2.1 services - shall be understood to mean the works listed in the classification issued in conformity with the state statistics regulations, performed in connection with an order or a contract, in particular:

Services related to maintaining facilities, systems and devices in a good technical condition:

- a. carrying out maintenance and repairs,
- b. building and/or repair of systems (electrical, gas, water, etc.),
- c. construction and installation works,
- d. demolition of buildings and structures,
- e. land surveying and cartographic services,
- f. geological services,
- g. technical examinations and surveys,

General industrial services:

- a. activity related to trans-shipment and storage of goods,
- b. scrap processing,
- c. forwarding,
- d. road and railway transport,
- e. cleaning of buildings and industrial facilities,
- f. catering services,
- g. activity related to the protection of employees' health,
- h. activity related to production, logistics, railway transport and management of finished goods warehouses,
- i. activity related to surveillance and security,
- j. activity related to environment protection,

2.2 an order/a contract - shall be understood to mean, together with these Terms, attachments and any other documents prepared in connection therewith and signed by both parties,

2.3 services commencement date - shall be understood to mean the date of commencement of the works specified in the "Commencement of Works Protocol:"

"Commencement of Works Protocol" related to the above-mentioned services specifies:

- a. the representatives of the Principal and/or ArcelorMittal Warszawa,
- b. indicates the supervisor appointed by ArcelorMittal Warszawa,
- c. the Contractor's representative,
- d. indicates the supervisor appointed by the Contractor,

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- e. the task to be performed and the order or contract number,
- f. indication of the place of performance of services,
- g. subject matter of a contract / order,
- h. the date of commencement of the works and the anticipated date of their completion,
- i. the Contractor's confirmation that all of their employees and/or employees of their subcontractors have attended an "occupational health and safety training for the employees of subcontractors" (also through e-learning) related to the rules of safe working on the premises of the steel plant, that they have been acquainted with the material environment protection aspects and that a "Safe Performance of Works Instruction" has been prepared,
- j. signature of the representatives of the Principal and/or ArcelorMittal Warszawa and signature of the Contractor's representative.

2.4 date of completion of services - shall be understood to mean the day of acceptance of completed works by ArcelorMittal Warszawa, resulting from the "Works Acceptance Protocol:"

The "Works Acceptance Protocol" related to the above services specifies:

- a. the acceptance date and the names of the members of the commission (two members representing the Principal and/or ArcelorMittal Warszawa and at least one member representing the Contractor),
- b. type of acceptance (technical, partial or final), including the number of a contract/order,
- c. subject matter of a contract / order,
- d. indication of the place of performance of a service,
- e. evaluation of the final effect and conformity of the service performed with a contract/order,
- f. date of commencement and completion of the works,
- g. the value of the service,
- h. signatures of two members of the commission representing the Principal and/or ArcelorMittal Warszawa and at least one representative of the Contractor.

2.5 place of performance of services - shall be understood to mean all parts of the premises made available by ArcelorMittal Warszawa to the Contractor for the purposes of performance of services as well as other places specified in an order/contract, constituting parts of the premises where services are to be performed,

2.6 force majeure - shall be understood to mean an external event of extraordinary nature, beyond the Contractor's ability to prevent or control, including strikes, collective dispute and natural disasters,

3. General provisions:



3.1 These Terms shall apply to orders/contracts for the services provided by the Contractors on the premises of ArcelorMittal Warszawa.

3.2 Any matters regulated but not expressly settled by these Terms shall be settled in conformity with the applicable law and Polish standards.

3.3 An order/contract for a service shall be effective upon confirmation of its acceptance by the Contractor, subject to paragraph 3.4 below. A confirmation shall be solely in writing. Within the meaning hereof, the term "in writing" shall also be understood to mean sent by fax or e-mail.

3.4 Any works on the premises of ArcelorMittal Warszawa can be commenced solely based on the documents specified in paragraph 2.3, signed by the representatives of both Parties.

3.5 Any certificates and/or notifications to be submitted by the Contractors to ArcelorMittal Warszawa in conformity with the provisions of an order/contract or these Terms shall be sent (by mail, fax or e-mail) or delivered to the address indicated in an order/contract.

3.6 Any changes to an order/contract must be in writing under the pain of nullity.

3.7 The Contractor shall be liable to ArcelorMittal Warszawa for non-performance or improper performance of their duties specified in an order/contracts as well as those following from these Rules, an order/contract, subject to paragraph 3.10.

3.8 ArcelorMittal Warszawa may at any time cancel an order/contract without setting an additional deadline for the Contractor to remedy any action or omission of the latter constituting a material breach of an order/contract or these Terms, also where the Contractor's actions or omissions jeopardize the health or life of the employees of ArcelorMittal Warszawa or cause damages to the company.

3.9 Where the Contractor independently develops a technology of performing any works that may cause a threat or result in conditions found to constitute a threat, they shall provide the representatives of the Principal and/or ArcelorMittal Warszawa with the details of such technology and shall set a suitable deadline of at least 5 working days for ArcelorMittal Warszawa to express its approval for or make reservations regarding such technology. An approval by ArcelorMittal Warszawa shall not relieve the Contractor from the obligation to comply with the health and safety regulations, environment protection regulations and other provisions of law with the utmost care and under the liability resulting from the applicable law.

3.10 Neither Party shall be liable for non-performance of any of its obligations if it proves that such non-performance resulted from force majeure.

4. Contractor's obligations

4.1 Contractor's obligations prior to the commencement of the works:

- a. the Contractor's representative shall contact the Occupational Health and Safety Department of ArcelorMittal Warszawa to receive instructions on how to receive the training specified in paragraph 2.3 i.
- b. sending (by e-mail) certificates of completion of occupational health and safety training by their employees and/or the employees of their subcontractor to the Occupational Health and Safety Department for approval. A training certificate shall be issued for a period of 12 months, unless the expiry date of medical examination certificates, occupational health and safety training certificates or the required professional certificates falls

on an earlier date. In such case, a certificate needs updating. Entry onto the premises of ArcelorMittal Warszawa shall be conditional upon holding a valid certificate. The above-mentioned training includes acquainting the employees of external companies with the occupational health and safety rules applied by the steel plant, potential threats (including material ones), means of controlling the same and the procedures to be followed in an emergency.

- c. the employees must be acquainted with the internal instruction, procedures, rules etc., applicable at the steel shop. They can be downloaded from the e-learning platform of ArcelorMittal Warszawa,
- d. carrying out, together with the employees and in cooperation with the ArcelorMittal Warszawa supervisor, a risk assessment (small HIRA) to identify potential threats in the area of performance of the works and to implement appropriate control measures,
- e. submitting to the ArcelorMittal Warszawa Environment Protection Department a copy of the administrative decision regarding waste management in connection with the services provided;
- f. agreeing with the head of the organizational unit on whose premises maintenance or other works are to be carried out the date of commencement of works and the terms of their performance as well as making appropriate entries in the unit's maintenance book,
- g. submitting a written application to the SECURITY organizational unit of ArcelorMittal Warszawa for permits allowing entry onto the premises of the company,
- h. designating (from among the employees involved) a site manager or another person responsible for the safety of persons (OHS Coordinator) and the environment during the works carried out under an order/contract, and to include their personal data in a letter addressed to the ArcelorMittal Warszawa OHS Department,
- i. providing the head of the ArcelorMittal Warszawa organization unit on whose premises maintenance or other works are to be carried out with information on potential threats and risks resulting from such works,
- j. providing the employees with working clothing and boots, personal protective equipment and technical means (preventing hazards related to carrying out works in special hazard zones or in their vicinity) in conformity with the OHS regulations, and allowing to identify an employee (the clothing should contain the name of the company represented by an employee),
- k. preparing a list of devices, machines and specialist tools to be brought to the premises of ArcelorMittal Warszawa, necessary to carry out the works and to present them to

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- l. the ArcelorMittal Warszawa Safety and Security Coordinator,
- m. providing the employees with equipment necessary to carry out the works in an environmentally safe manner (fire extinguishers, sorbents, waste containers, substance data sheets, protection equipment indicated in the data sheets),
- n. ensuring neat appearance of the employees,
- o. formal taking-over of the works site from the Principal,
- p. carrying out a reconnaissance of the site and getting it organized with regard to the works to be performed there; in particular, identifying zones posing a hazard to people, fencing the site, designating communication and evacuation routes (in the case of works posing a hazard to the people's safety and health) and material storage sites, in conformity with the OHS regulations,
- q. keeping the site and the area around it clean during the works and following their completion,
- r. providing the employees with OHS instructions regarding the works to be carried out as well as the machines and equipment to be used,
- s. ensuring technical and staff rooms following consultations with the Principal,
- t. getting the employees acquainted with the works schedule and instructing them on the safe manner of carrying out the works; getting the employees acquainted with the safety and health protection scheme (for works posing a hazard to human safety and health),
- u. obtaining from the Principal a written statement confirming that the gas, electrical, heating and water supply systems have been disconnected from the facility where demolition works are to be carried out,
- v. other responsibilities resulting from an order/contract or the provisions of law.
- 4.2 Contractor's obligations upon the commencement of the works:
- a. commencement of works following admission by a person authorised by ArcelorMittal Warszawa,
- b. following the facility protection rules and instructions, including:
- the obligation to carry a valid pass and an identity document,
 - submission to control and identification check upon each call of an authorized employee of ArcelorMittal Warszawa;
- c. while carrying out the works, following the OHS and environment protection rules, in particular:
- following the internal rules and instructions of ArcelorMittal Warszawa, including:
 - observing the audio and visual warning signs and signals (sirens, crane and train warning signals, etc. defined by the applicable law (railway regulations, geological regulations, mining regulations, traffic regulations, fire safety regulations etc.) as well as instructions and internal procedures of ArcelorMittal Warszawa,
 - crossing railway tracks by car and on foot solely at level crossings and designated places,
 - paying attention to the machines and equipment operated at the site or in its vicinity and keeping caution,
 - moving from one place to another using only the designated routes (i.e. traffic roads and routes),
 - storing materials and/or wastes in designated places,
 - following the OHS terms related to the operation of transport equipment and other specialist equipment, in particular the rule according to which such equipment may only be operated by a person holding a valid certificate or permit issued in conformity with the applicable law,
 - follow the OHS terms related to the operation of electrical devices, in conformity with the regulation on the occupational health and safety of working with electrical devices,
- using technically sound devices and tools dedicated for a given type of work and admitted to operation, in conformity with special provisions,
- while working at heights and/or in places where there is a risk of falling from a height: using permanent bridges, scaffoldings, railings and safety harnesses, together with supplementary accessories etc., safety equipment protecting against falling from a height,
- while carrying out works inside tanks, canals, technical equipment and other hazardous, enclosed spaces - using personal protection equipment and technical means suitable for a given type of hazard and the place of its occurrence (gas masks, gas detectors, oxygen concentration meters, 24V safety lamps, safety ropes and ladders etc.), ensuring safety of work and a quick evacuation in the event of a hazard,
- follow the recommendation of the technical supervision team of ArcelorMittal Warszawa,
- handle the property of ArcelorMittal Warszawa with care,
- take all reasonable measures to protect the environment, both at the site and in its vicinity (including securing it against a leakage of oil and other hazardous substances, protecting green areas),
- stop the works and immediately notify the representatives of the Principal and/or ArcelorMittal Warszawa of any accident, near miss or any other threats to human safety, the environment and proper performance of the works, occurring while performing the works, and determine the extent, type, location and, where possible, the cause of such threats.
- d. to carry out the works in conformity with the rule of effective use of all energy utilities:
- 4.3 Following the completion the works, the Contractor shall:
- a. notify the representatives of the Principal and/or ArcelorMittal Warszawa of the planned final delivery-acceptance of the works, at least three days in advance.,
- b. participate in the delivery-acceptance procedure,
- c. submit to the representative of the Principal and/or ArcelorMittal Warszawa the entire as-build documentation related to the works carried out under an order/contract, in conformity with the requirements stipulated in the same,

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- d. remove (by their own means and at their own expense) from the premises of ArcelorMittal Warszawa all wastes resulting from carrying out an order/contract and other wastes generated by the Contractor, such wastes to be recycled or placed at a waste storage site in conformity with the applicable environment protection regulations,
- e. remove from the site the Contractor's own technical devices and equipment; in the event of a failure to do so, ArcelorMittal Warszawa shall be entitled to remove the same at the Contractor's cost,
- f. clean up the works site and perform its reclamation in the event of soil contamination or unfavourable transformation of the landscape,
- g. other responsibilities resulting from an order/contract or the provisions of law.

5. Obligations of ArcelorMittal Warszawa

5.1 Arcelor Mittal shall:

- a. deliver the area, the yard and the works site to the Contractor against a protocol,
- b. cooperate with the Contractor's supervisor on risk assessment (small HIRA) to identify potential hazards in the area of performance of the works and to decide on the appropriate control measures,
- c. make available to the Contractor, without an additional charge (unless an order/contract provides otherwise), a water and power supply point, necessary for the performance of the works constituting a part of the subject matter of an order/contract,
- d. disconnect from a demolished object the electric, gas, heating, sewage and other systems, also where the special regulations so require,
- e. accept the works.

6. Supervise the works.

6.1 ArcelorMittal Warszawa shall appoint the following contact persons to supervise the performance of an order/contract:

- a. the persons indicated in an order/contract as technical supervision staff: to sign the protocol of delivery of the works site, the protocol of current control of conformity of the works with an order/contract, the protocol of other control activities (e.g. materials control) and to check and accept actually completed works,
- b. Environment Protection Department Head - to control conformity with the environment protection regulations,
- c. Occupational Health and Safety Department Head - to control conformity with the OHS regulations.

6.2 Designation of the supervisory staff indicated in paragraph 6.1 above shall not relieve the Contractor from liability, in particular, from the obligation to ensure work safety for their staff.

7. Liability.

7.1 The Contractor shall be liable for any damages within and without the works site, resulting from the actions of the Contractor or the persons acting on their behalf (e.g. subcontractors), subject to paragraph 3.10.

7.2 The Contractor's employees and/or subcontractors suspected of being under the influence of alcohol or drugs shall be immediately removed from the premises of ArcelorMittal Warszawa. ArcelorMittal Warszawa reserves the right to prohibit such persons from entering the Company's premises temporarily or permanently.

7.3 The Contractor shall be charged a contractual penalty of PLN 2,000 for each attempt by their employee or/and employee of their subcontractor being under the influence of alcohol, drugs or other intoxicating agents to enter the premises of ArcelorMittal Warszawa and for each confirmed case of such person having entered the premises of the Company.

7.4 Furthermore, for each

- a. documented improper performance by the Contractor and/or their subcontractors of the contract, consisting in a repeated failure to conform to the OHS rules of ArcelorMittal Warszawa or to apply personal protective equipment, the Contractor shall pay ArcelorMittal Warszawa a contractual penalty of 5% of the total net remuneration stipulated in a contract or order. In the case of works/services carried out under more than one contract or order, ArcelorMittal Warszawa shall indicate the method of determining the contractual penalty.
- b. In particularly serious cases of a threat to human life or health or material damages to the property caused by the Contractor and/or their subcontractors, the Contractor shall pay ArcelorMittal Warszawa a contractual penalty of 10% of the total net remuneration resulting from a contract or order for each such case. In the case of works/services carried out under more than one contract or order, AHW shall indicate the method of determining the contractual penalty.

7.5 In the cases stipulated in paragraphs 7.3 and 7.4, the Contractor shall be charged a contractual penalty based on a note issued by ArcelorMittal Warszawa. The Contractor shall pay a contractual penalty to the bank account of ArcelorMittal Warszawa within 21 days of receipt of the above-mentioned note. In the event of a failure to pay a penalty on deadline, ArcelorMittal Warszawa shall not enter into cooperation with the Contractor in the future. An OHS employee shall verify each note and shall notify the Contractor of its issuance. The liability resulting from contractual penalties stipulated in paragraphs 7.1 - 7.4 shall not prevent ArcelorMittal Warszawa from claiming compensation exceeding the amount of such penalties.

7.6 The Contractor shall be fully liable for the safety of the employees hired by them or working for them.

8. Confidentiality

The Contractor shall keep confidential any information obtained in connection with the performance of an order/contract, in particular information regarding documents, projects and know-how, and shall not disclose such information to third parties. The confidentiality obligation shall remain in force also following the completion of an order/contract.

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9. *Final provisions.*

9.1 Any disputes arising out of interpretation or performance of an order/contract shall be settled amicably. However, if the Parties fail to reach an agreement regarding a dispute, it shall be referred to the Court of Arbitration of the Polish Chamber of Commerce for a final settlement.

9.2 The previous Terms shall expire - the change introduced regards the changes related to the OHS management system requirements.

9.3 These terms shall become effective on 1.02.2021.

APPROVED BY:

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Warsaw 1/02/2021

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