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Register Number TP/6537/05

CERTIFIED TRANSLATION FROM THE POLISH LANGUAGE

GENERAL TERMS AND CONDITIONS of performing services within the premises of ArcelorMittal Warszawa Sp. z o.o.

1. These GENERAL TERMS AND CONDITIONS (hereinafter referred to as "Terms and Conditions") regulate the terms of performing services within the premises of ArcelorMittal Warszawa Sp. z o.o. [limited liability company] by external companies, hereinafter referred to as "Contractors", observing general rules of occupational health and safety (OHS), fire prevention, environmental protection, construction law, act on upbringing in sobriety and counteracting alcoholism, separate acts and special regulations, stipulations of Polish Standards, as well as internal requirements of ArcelorMittal Warszawa.

2. Whenever these Terms and Conditions mention:

2.1 services – it shall mean works specified in the classification made on the basis of regulations on state statistics, carried out in relation to an order or a contract, especially:

Services related to maintenance of technical condition of buildings, systems and devices:

- a. repair and maintenance services,
- b. making and/or repair of systems (electrical wiring system, gas system, water distribution system, etc.),
- c. erection and construction works,
- d. dismantling of buildings and structures,
- e. geodetic and cartographic service,
- f. geological services,
- g. testing and technical reports,

General industrial services:

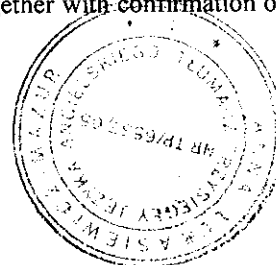
- a. handling and storing goods,
- b. processing of scrap,
- c. forwarding activity,
- d. road and railway transport,
- e. cleaning of buildings and industrial buildings,
- f. catering services,
- g. protecting health of employees,
- h. production, logistics, railway transport and handling finished goods warehouses,
- i. surveillance and security,
- j. protection of natural environment,

2.2 order/contract – it shall mean an order/contract together with these Terms and Conditions, appendices as well as other documents drawn up in relation to execution thereof and signed by both Parties,

2.3 date of commencement of performing services – it shall mean the day of commencement of carrying out works, specified in the "Works Commencement Protocol" [Protokół wejścia na wykonanie pracy]:

"Works Commencement Protocol" within the scope of services specified hereinabove should specify:

- a. jobs to perform together with the order or contract number,
- b. area, plot, place or places of carrying out works,
- c. date of commencing works,
- d. person responsible on the Contracting Party's side,
- e. person responsible for natural environment on the Contracting Party's side (if required by the type of works),
- f. person responsible or discipline engineer (if the type of works requires appointing a discipline engineer) on the Contractor's side,
- g. OHS coordinator,
- h. Contractor's confirmation that workers employed to carry out the works have been trained within the scope of OHS and environmental systems by ArcelorMittal Warszawa employees (list of persons together with confirmation of training should be enclosed to the protocol),



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- i. OHS hazards present in the place or places of carrying out works, preparation of the jobsite area and type of authorization to carry out works (e.g. at written authorization in the case of works which are especially dangerous to human health or life) as well as ways of safe carrying out of works,
- j. anticipated time for carrying out works,
- k. signature of persons responsible on the Contracting Party's and Contractor's side.

2.4 date of completion of performing services – it shall mean the day of taking over carried out works by ArcelorMittal Warszawa resulting from the „Completion certificate” [*Protokół odbioru prac*],

In the case of services related to maintenance of technical conditions of buildings, systems and devices, performed within open orders by companies which concluded fixed contracts with ArcelorMittal for performance of maintenance and repair services (this concerns the following small repair services which time of completion does not exceed 8 hours: repairs of telephones, immediate repairs of overhead travelling cranes, mechanical workshop services, electrical workshop services, repairs of measuring tools and industrial automation devices, small mechanical repairs, minor tasks with making and renovating spare parts, first fix joinery and wood joinery services as well as small construction and furnace repairs), "Works Commencement Protocol" and "Completion certificate" shall be replaced by one document, i.e.: "Order for works" [*Zlecenie pracy*].

"Order for works" should specify:

- a. person on the Contracting Party's side who reports the necessity of carrying out works,
- b. scope of repair or maintenance,
- c. equipment for and conditions of safe carrying out of works,
- d. person responsible for preparing the jobsite area and granting authorization for carrying out works (if the type of works requires preparing the jobsite area and granting authorization for carrying out works),
- e. confirmation of the persons granting authorization that the jobsite area has been prepared as well as confirmation of the person responsible on the Contractor's side that carrying out of works has been commenced, giving date and hour thereof,
- f. confirmation of carrying out and completion of works by a person responsible on the Contractor's and Contracting Party's side.

2.5 jobsite area – it shall mean all parts of the area made available by ArcelorMittal Warszawa to the Contractor for performing services as well as any other places specified in the order/contract as those which form a part of the jobsite area,

2.6 acts of force majeure – it shall mean an external event of extraordinary character which the Contractor could not prevent nor influence, including but not limited to strikes, collective bargaining and natural disasters,

2.7 Terms and Conditions – it shall mean these Terms and Conditions of performing services in ArcelorMittal Warszawa.

3. General provisions:

3.1 These Terms and Conditions apply to orders/contracts for services performed by Contractors within the premises of ArcelorMittal Warszawa.

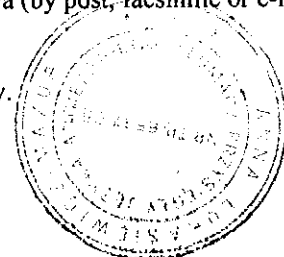
3.2 Any issues concerning matters regulated but not clearly settled herein shall be settled according to the Civil Code or, if such regulations are missing, according to the applicable law (e.g. provisions of departmental law or Polish Standards).

3.3 Order/contract for a service shall become effective the moment the Contractor confirms the order/contract, subject to paragraph 3.4 hereinbelow. The confirmation should be made in writing and cannot be expressed in any other form. For the purposes hereof, a written form shall also include facsimile transmission or e-mail.

3.4 Any works within the premises of ArcelorMittal Warszawa may be commenced only on the basis of documents specified in paragraph 2, signed by the representatives of both Parties.

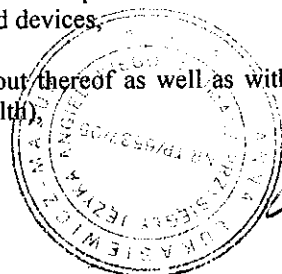
3.5 Any certificates and/or notifications which Contractors are to deliver to ArcelorMittal Warszawa pursuant to the provisions of the order/contract or these Terms and Conditions, should be sent to ArcelorMittal Warszawa (by post, facsimile or e-mail) or delivered to the address specified for this purpose in the order/contract.

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



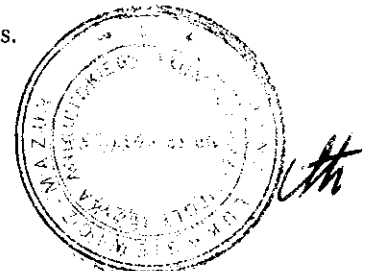
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- 3.7 If the Contractor fails to meet any of its obligations resulting herefrom, it shall suffer legal consequences resulting from non-observance of the terms of the order/contract, subject to paragraph 3.10.
- 3.8 ArcelorMittal Warszawa may withdraw from the order/contract without setting additional deadline if non-observance of or non-compliance with these Terms and Conditions constitutes material breach of the order/contract by the Contractor or puts the health or life of ArcelorMittal Warszawa employees at risk or causes ArcelorMittal Warszawa to sustain losses.
- 3.9 If the Contractor creates the working method of carrying out works during which hazards or hazardous conditions may arise by itself, the Contractor should notify ArcelorMittal Warszawa about the details of the working method and specify a reasonable period of time, at least 5 working days, during which ArcelorMittal Warszawa may agree to carrying out of works or raise its objections. Agreement of ArcelorMittal Warszawa to carry out works does not release the Contractor from the obligation to guarantee OHS, environmental protection conditions as well as conditions resulting from other legislative regulations, observing the rules of acting with due care and liability resulting from legislative regulations.
- 3.10 Neither of the Parties shall be responsible for non-fulfilment of any of its contractual obligations if it proves that such non-fulfilment was a result of acts of force majeure.
4. Obligations of the Contractor.
- 4.1 Obligations of the Contractor prior to the commencement of works:
- training of workers employed for performing services within the premises of ArcelorMittal Warszawa, according to generally binding provisions within the scope of trainings in OHS, fire prevention, environmental protection, special hazards, etc. and obtaining certificates of completion of the aforementioned trainings,
 - delivering to the OHS Department [Dział BHP] of ArcelorMittal Warszawa a list of persons by name, together with their rights and qualifications, who carry out works in ArcelorMittal Warszawa, signed by an authorised person. The Contractor shall be responsible for the qualifications and rights, validity period of medical examinations and periodic trainings in OHS of employed workers. At ArcelorMittal Warszawa request, the Contractor shall present the proof of thereof,
 - directing workers to the OHS Department of ArcelorMittal Warszawa in order to undergo training within the scope of requirements concerning OHS, fire prevention and hazards present in ArcelorMittal Warszawa,
 - arranging with the head of organizational unit where the repair works or works will be carried out a specific date of commencement of performing services as well as terms of performance thereof and making relevant entries in departmental repair logs,
 - sending a written request to organizational unit SECURITY [OCHRONA] of ArcelorMittal Warszawa for issuing passes granting entry (by car or on foot) to the premises of the Company,
 - appointing (among employed workers) a discipline engineer or other person responsible for safety of people (OHS Coordinator) and natural environment during works carried out within the order/contract, and giving this person's details in the letter addressed to OHS Department of ArcelorMittal Warszawa (subparagraph b and/or c),
 - delivering to ArcelorMittal Warszawa information on hazards and risk which might arise while carrying out works,
 - supplying workers with work clothing and footwear, personal protection equipment and technical equipment (preventing dangers resulting from carrying out works in special danger zones or their vicinity), pursuant to OHS regulations and enabling worker's identification (on the clothing, there should be the name of the company which the worker represents),
 - drawing up a list of devices, machines, specialist tools to be brought to the premises of ArcelorMittal Warszawa which are necessary for carrying out works,
 - providing equipment necessary for carrying out works in a way which is safe for the environment (fire extinguishers, sorbents, waste containers, material safety data sheets, etc.),
 - guaranteeing that all workers look neat,
 - officially taking over the jobsite area,
 - analyzing and organizing the jobsite area in an appropriate way, especially determining danger zones for people, fencing and marking the jobsite area, mapping out communication and evacuation routes (in the case of carrying out works which threaten human safety and health) as well as specifying places for storing materials, pursuant to OHS regulations,
 - keeping the jobsite area as well as the surrounding areas in order while carrying out works and after completion thereof,
 - providing own workers with OHS manuals for carried out works as well as handled machines and devices,
 - organising own site welfare facilities as agreed on with the Contracting Party,
 - familiarising own workers with the schedule of works and instructing them in safe carrying out thereof as well as with the safety and health protection plan (in the case of types of works threatening human safety and health).



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- r. verifying whether all systems (gas system, electrical wiring system, heating system and water distribution system) have been disconnected from the building where dismantling works are carried out,
 - s. other obligations pursuant to the provisions of the order/contract or legislative regulations.
- 4.2 Obligations of the Contractor upon the commencement of works:
- a. commencing carrying out works after obtaining authorization from a person responsible on the Contracting Party's side,
 - b. observing the rules and instructions of the building's security, including:
 - the obligation of wearing valid pass together with ID confirming identity,
 - the obligation of undergoing control and identification at each request of a security guard,
 - c. while carrying out works, observing OHS regulations as well as provisions concerning environmental protection, especially:
 - observing rules and regulations in effect in ArcelorMittal Warszawa, including:
 - obeying to and using signs and alarm signals, both sound (sirens, signals of hoisting equipment and overhead travelling cranes, trains, etc.) and visual, which meaning is specified in the provisions of an applicable law (railway, geological, mining, road traffic, fire law, etc.) as well as in internal instructions and procedures of ArcelorMittal Warszawa,
 - crossing railway tracks by motor vehicles and pedestrians only in designated level and zebra crossings,
 - paying attention to operation of machines and devices present in the jobsite area or its vicinity as well as staying focused,
 - moving from one place to another using only specially designated routes (i.e. roads and pedestrian ways),
 - storing materials and/or waste in designated areas,
 - observing OHS regulations applicable at using (operating) transport devices as well as other specialist devices, especially the rule that the aforementioned devices may be operated by a person who has a certificate or permit issued pursuant to valid legislative regulations,
 - using devices and tools in good technical and working condition, designed for a given type of work and passed as fit for use, pursuant to special regulations,
 - working at heights and/or carrying out works which pose a risk of falling from height, using: permanent catwalks, scaffoldings, handrails, safety harness together with extras, etc. personal fall protection equipment,
 - during works carried out in tanks, canals, inside technical devices and in other dangerous closed spaces, using personal protection equipment and safety gears as well as technical equipment appropriate for a given type of hazards and place of their presence (gas masks, gas locators, gauges of measuring the concentration of oxygen in air, safety lamps of 24V voltage, safety ropes and ladders, etc.), ensuring safe carrying out of works and enabling fast evacuation in case of danger,
 - observing recommendations of technical supervision of ArcelorMittal Warszawa,
 - looking after the property of ArcelorMittal Warszawa,
 - taking any reasonable measures in order to protect natural environment within the jobsite area and its vicinity,
 - suspending works and immediately informing ArcelorMittal Warszawa in the case of any accidents, potentially hazardous events as well as any hazards to human safety and life, natural environment and the correctness of works which might arise while carrying out works, determining the scale and type of hazards as well as place and time where and when their appeared, and also specifying the causes of such hazards, if possible.
- 4.3 Obligations of the Contractor after the completion of works:
- a. notifying ArcelorMittal Warszawa, at least 3 days in advance, about the planned date of final completion inspection of carried out works,
 - b. participating in final inspection,
 - c. handing over to ArcelorMittal Warszawa any and all as-built documentation related to works carried out within the order/contract, pursuant to the requirements specified therein,
 - d. hauling away (in own efforts and at own cost) from the premises of ArcelorMittal Warszawa the waste created in relation to execution of the order/contract as well as other waste created by the Contractor in order to re-use or dispose the waste on landfill pursuant to valid provisions within the scope of environmental protection requirements,
 - e. collecting from the jobsite area own equipment and building services; if this obligation is not fulfilled, ArcelorMittal Warszawa has the right to remove the aforementioned equipment at the Contractor's cost,
 - f. cleaning up the jobsite as well as conducting remediation in the case of soil contamination and unfavourable transformation of natural topography,
 - g. other obligations pursuant to the provisions of the order/contract or legislative regulations.



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5. Obligations of ArcelorMittal Warszawa

5.1 Obligations of ArcelorMittal Warszawa:

- a. officially handing over the jobsite area to the Contractor,
- b. informing about hazards and risk present in the jobsite area,
- c. making available to the Contractor, free of charge (unless the order/contract specifies otherwise) draw-off and power consumption, necessary for carrying out works which are included in the subject of the order/contract,
- d. disconnecting from the dismantled building, and also if required by special regulations, electric power supply, gas network, heat distribution network, sanitary drainage network and other networks,
- e. conducting final inspection of carried out works.

6. Works supervision.

6.1 ArcelorMittal Warszawa designates the following persons for contacts and supervision in relation to the execution of the order/contract:

- a. persons specified in the order/contract as technical supervision - to: sign the protocol of handing over the jobsite area, day-to-day control of compliance of carrying out works with the order/contract, other control activities (e.g. control of materials) as well as verifying and inspecting carried out works,
- b. Head of Environmental Protection Department [*Kierownik Działu Ochrony Środowiska*] – to control the observance of environmental protection provisions,
- c. Head of OHS Department [*Kierownik Działu Bezpieczeństwa i Higieny Pracy*] – to control the observance of OHS provisions.

6.2 Designation of supervisors specified in paragraph 6.1 above does not release the Contractor from responsibility, especially from the obligation to guarantee safety of work to workers employed by the Contractor.

7. Liability.

7.1 The Contractor shall be liable for any damages caused within the jobsite area and its vicinity as a result of actions taken by the Contractor or persons acting on behalf of the Contractor (e.g. subcontractors), subject to paragraph 3.10.

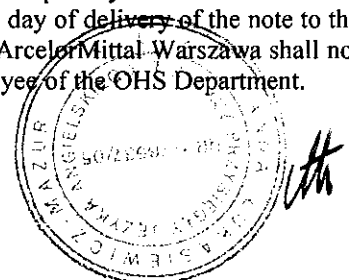
7.2 Those workers of the Contractor or/and its subcontractors who come under suspicion of being under the influence of alcohol, intoxicants or drugs shall be immediately expelled from the premises of ArcelorMittal Warszawa. ArcelorMittal Warszawa reserves the right to introduce temporary or permanent ban on entering the premises of the Company by these persons.

7.3 For each attempt of the Contractor's worker or/and the worker of its subcontractor who is under the influence of alcohol, drugs or other intoxicants to enter the premises of ArcelorMittal Warszawa as well as for each discovery that such person is present at the premises of ArcelorMittal Warszawa, the Contractor shall be charged with the amount of PLN 2000 on account of contractual penalty.

7.4 Moreover, for substantiated:

- a. improper execution of the contract by the Contractor and/or its subcontractors which consists in repeating non-observance of OHS regulations which apply within the premises of ArcelorMittal Warszawa or failure to use personal protection equipment, the Contractor shall pay ArcelorMittal Warszawa, for each such case, contractual penalty amounting to 5% of the total net remuneration specified in the contract or order. If the Contractor carries out/performs works/services on the basis of more than one contract or order, the legal basis for determining the amount of contractual penalty shall be specified by ArcelorMittal Warszawa,
- b. in especially serious cases of threatening life and health or exposing the property to damage of significant value, caused by the Contractor and/or its subcontractors, the Contractor shall pay ArcelorMittal Warszawa, for each such case, contractual penalty amounting to 10% of the total net remuneration specified in the contract or order. If the Contractor carries out/performs works/services on the basis of more than one contract or order, the legal basis for determining the amount of contractual penalty shall be specified by AHW,

7.5 in the cases specified in paragraphs 7.3 and 7.4, the Contractor shall be charged with contractual penalty on the basis of a note issued by ArcelorMittal Warszawa paid to ArcelorMittal Warszawa account within 21 days from the day of delivery of the note to the Contractor. As a result of failure to pay the contractual penalty within the specified period of time, ArcelorMittal Warszawa shall not cooperate with the Contractor. Each issuance of the note shall be verified and monitored by an employee of the OHS Department.



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7.6 Liability resulting from contractual penalty specified in paragraphs from 7.1 to 7.4) does not exclude the right of ArcelorMittal Warszawa to seek damages exceeding the amount of those penalties.

7.7 The Contractor is fully responsible for the safety of workers employed by the Contractor and working for the Contractor.

8. Confidentiality.

The Contractor shall treat any and all information obtained in relation to the execution of the order/contract as confidential, especially information concerning documents, designs and know-how, as well as the Contractor shall not disclose such information to third parties. The confidentiality clause shall remain valid also after completion of execution of the order/contract.

9. Final provisions.

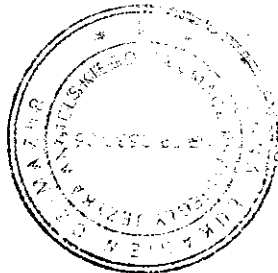
9.1 Any and all disputes which might result from interpretation or execution of the order/contract shall be settled amicably, and if the Parties cannot reach any agreement, the disputes shall be finally settled in arbitrary proceedings before the Arbitrary Court of the National Chamber of Commerce in Warsaw.

9.2 Current Terms and Conditions cease to be valid – the amendment introduced concerns changes related to the requirements of OHS management system.

9.3 These Terms and Conditions shall come into force on 1 September 2008.

I, Anna Łukasiewicz-Mazur, MA, Sworn Translator of the English language, do hereby certify and attest the conformity of the above translation with the original document presented to me.
In witness of hereof I do hereby set my hand and affix the Seal of Office.

Repertory Number 418/2008
Wrocław, 22 September 2008



Anna Łukasiewicz-Mazur