



ArcelorMittal

# ArcelorMittal Warszawa Sp. z o.o.

## Contractual Clauses

### 1. GENERAL PROVISIONS

**1.1.** For the purposes of this clauses, “AMW” shall refer to ArcelorMittal Warszawa Sp. z o.o. and the “CONTRACTING PARTY” shall refer to the entity, that has accepted or started to perform AMW order or with which AMW signed the agreement and upon that, the agreement has been concluded (hereinafter CONTRACT).

**1.2.** The “CONTRACTING PARTY” shall also refer to shareholders, representatives, management, employees and plenipotentiaries, suppliers, agents, contractors and subcontractors or any other persons contracted by the CONTRACTING PARTY to fulfill their obligations towards AMW.

**1.3.** “AMW” shall also refer to shareholders, representatives, plenipotentiaries, managers at all levels, employees, suppliers, agents, contractors and subcontractors and any other persons contracted by AMW to fulfill their obligation towards the CONTRACTING PARTY, or involved, even indirectly, in the execution of the CONTRACT concluded with the CONTRACTING PARTY.

**1.4.** “AMW Internal Policies” shall refer to a set of documents available on the website:  
<http://www.arcelormittal-warszawa.com/transparent-governance>

**1.5.** By concluding the CONTRACT the CONTRACTING PARTY confirms that it has read, understood and agreed to respect AMW Internal Policies. In case of any discrepancies between AMW Internal Policies or AMW General Purchasing Conditions and provisions of the clauses, the provisions of the clauses shall prevail. Where the

provisions of AMW Internal Policies or AMW General Purchasing Conditions provide for further reaching rights for AMW in relation to the CONTRACTING PARTY, in line with the Polish law, then the provisions of AMW Internal Policies shall apply.

### 2. COMPLIANCE WITH LAW CLAUSULE

**2.1.** The CONTRACTING PARTY undertakes to apply all necessary measures consistent with currently effective regulations of the Polish law and good customs to prevent any acts or omissions leading to unfavorable disposal of AMW assets by the CONTRACTING PARTY with the view to achieving financial advantages, consisting particularly in accepting or offering financial advantages or the like. Each Party shall be obliged to notify the other Party of any suspected act or omission mentioned above.

**2.2.** If the CONTRACTING PARTY becomes aware of any acts or omissions referred to in cl. 2.1 and fails to immediately inform AMW of this fact, AMW, having learnt about any acts or omissions referred to in cl. 2.1, shall be entitled to exercise the rights specified in cl. 6 (liability in case of violation of clauses).

**2.3.** The CONTRACTING PARTY guarantees and declares that in the course of the performance of the CONTRACT it will observe legal provisions and AMP Internal Policies. Should the CONTRACTING PARTY violate the abovementioned obligation, they shall release AMW from any third party claims made against AMW due to violation of laws or AMW Internal Policies.

**2.4.** The CONTRACTING PARTY acknowledges that AMW has concluded this CONTRACT with the

CONTRACTING PARTY relying on the following declarations made by the latter:

- a) The CONTRACTING PARTY shall not accept, offer, give or agree to give AMW a gift, commission, or any other form of payment as consideration for performance or non-performance of a specific act by AMW, or granting preferences to the CONTRACTING PARTY, or showing disfavor to other entity in connection with the conclusion or execution of the CONTRACT or any other agreement signed with AMW (except for situations provided for in the Polish legislation and AMW Internal Policies),
- b) The CONTRACTING PARTY declares that they neither paid nor agreed with AMW to receive any commission not provided for in the CONTRACT concluded with AMW in connection with the CONTRACT or any other agreement signed with AMW.

### **3. CLAUSE ON THE PROHIBITION OF CHILD LABOR**

**3.1.** The Parties declare that they are against child labor. The CONTRACTING PARTY confirms that they do not employ, directly or indirectly, any minors (except for cases of hiring minors permitted by the Polish law).

### **4. ANTI-CORRUPTION CLAUSE**

**4.1.** The CONTRACTING PARTY agrees to strictly observe all currently effective anti-corruption regulations, including provisions provided for by the jurisdiction of their country of registration and the Polish law (if these are two different countries), and follow all guidelines set forth in AMW Internal Policies related to anti-corruption guidelines as well as giving and receiving gifts and entertainment available under the following address:

[http://www.arcelormittal-warszawa.com/upload/files/transparence\\_governance/4\\_Anti\\_Corruption\\_Guidelines.pdf](http://www.arcelormittal-warszawa.com/upload/files/transparence_governance/4_Anti_Corruption_Guidelines.pdf)

[http://www.arcelormittal-warszawa.com/upload/files/transparence\\_governance/5\\_Receiving\\_Giving\\_Gift\\_Enter-tainment\\_Procedure.pdf](http://www.arcelormittal-warszawa.com/upload/files/transparence_governance/5_Receiving_Giving_Gift_Enter-tainment_Procedure.pdf)

**4.2.** The CONTRACTING PARTY declares that their representative is authorized to conclude the CONTRACT. The CONTRACTING PARTY declares that their representative is not an official or employee of public administration bodies in their country of registration at the moment nor will they act in such capacity during the duration of the CONTRACT. The CONTRACTING PARTY shall immediately inform AMW of their representative being appointed to any of registration at the moment nor will they act in such

capacity during the duration of the CONTRACT. The CONTRACTING PARTY shall immediately inform AMW of their representative being appointed to any of the above mentioned functions. Where, according to AMW, the appointment of such person to the above mentioned function may have a negative impact on the observance of principles specified in this paragraph, AMW shall have be entitled to exercise the right specified in cl. 6.2. item a).

**4.3.** The CONTRACTING PARTY agrees that all payments due to the CONTRACTING PARTY are made upon the receipt by AMW of correctly issued reasonably documented invoice. AMW shall make the payment under the CONTRACT in the Polish currency (PLN) (unless the Parties agree otherwise in the CONTRACT) via wire transfer to the bank account of the CONTRACTING PARTY.

**4.4.** The CONTRACTING PARTY declares that they keep reliable and accurate books and issue correct invoices and agree to allow AMW, or if necessary, also external auditors, to examine all books, invoices, and related documents kept by the CONTRACTING PARTY with the aim of safeguarding their compliance with the law, in particular anti-corruption provisions. The CONTRACTING PARTY declares that they will cooperate fully in any such audit.

**4.5.** The CONTRACTING PARTY shall not commission the execution of the entire or part of the CONTRACT to third party or other entity without prior written consent of AMW under the pain of nullity.

**4.6.** Should the CONTRACTING PARTY violate any provision of anti-corruption law or AMW Internal Policies, AMW shall be entitled to exercise the rights specified in cl. 6.

### **5. CLAUSE ON ECONOMIC SANCTIONS**

**5.1.** The CONTRACTING PARTY declares that no economic sanctions have been imposed on them or their subsidiaries or companies from the group (including members of the board of directors, top management and employees) by international or national organizations or any other countries.

**5.2.** The CONTRACTING PARTY declares that they will not use any products, component parts or raw materials coming from the courtiers targeted by economic sanctions to perform the CONTRACT.

**5.3.** Should economic sanctions mentioned in cl. 5.1 or 5.2 be imposed during the term of the CONTRACT, the CONTRACTING PARTY shall be obliged to notify AMW of this fact via registered

letter within three days. In such case AMW shall be entitled to exercise the rights specified in cl. 6. If the CONTRACTING PARTY fails to send the abovementioned notification to AMW and AMW becomes aware of that fact, the latter shall be entitled to exercise the rights specified in cl. 6.

**5.4.** The CONTRACTING PARTY shall be obliged to include this clause in every agreement that they conclude as the Buyer (Ordering Party, Customer) and that concerns deliveries or services through which they fulfill their obligation towards AMW.

## **6. LIABILITY IN CASE OF VIOLATION OF CLAUSES**

**6.1.** The CONTRACTING PARTY acknowledges and agrees that the violation of the abovementioned clauses (1-5) in connection with the CONTRACT shall be considered as a grossly inappropriate execution of all the other agreements concluded between AMW and the CONTRACTING PARTY and it shall entitle AMW to exercise the rights as defined below also in relation to such other agreements (cross – default clause). The Parties agree to incorporate this clause by reference to all the other agreements concluded between AMW and the CONTRACTING PARTY.

**6.2.** Should the CONTRACTING PARTY violate provisions of the clauses, in connection with the CONTRACT or any other agreement concluded with AMW, AMW shall have the right, inter alia:

- a) to terminate the CONTRACT without notice or to withdraw from the CONTRACT with effect for the future; contractual right to withdraw from the CONTRACT may be exercised till the end of the duration of the CONTRACT, or in case of an agreement to perform a specific task or any other similar agreement of a result - till the day envisaged for the execution of the subject of the agreement,
- b) to refuse to accept the subject of the CONTRACT, in particular ordered deliveries which have not been yet executed,
- c) to withhold the payment of the amounts due and not yet due to the CONTRACTING PARTY, which were to be made by AMW in return for the consideration given by the CONTRACTING PARTY, the provision of which is connected in any way with the violation of the clauses by the CONTRACTING PARTY, until this matter is clarified by the competent state authorities, and to refuse to make such monetary payments

to the CONTRACTING PARTY if the state authorities confirm (especially by way of a final and legally binding decision of the court) that the CONTRACTING PARTY has violated provisions of the clauses.

**6.3.** If the rights referred to in cl. 6.2 are exercised by AMW, the CONTRACTING PARTY shall not be entitled to any claims against AMW. Furthermore in such case the CONTRACTING PARTY shall indemnify and hold AMW harmless against any claims and shall cover all the resulting damages.

## **7. STATEMENT OF ACCEPTANCE**

**7.1.** The CONTRACTING PARTY declares that it has read the clauses and upon signing the agreement, accepting AMW order or starting to perform the order it accepts the clauses in the aforesaid meaning.

## **TABLE OF CONTENTS**

1	GENERAL PROVISIONS .....	1
2	COMPLIANCE WITH LAW CLAUSULE.....	1
3	CLAUSE ON THE PROHIBITION OF CHILD LABOR.....	2
4	ANTI-CORRUPTION CLAUSE .....	2
5	CLAUSE ON ECONOMIC SANCTIONS .....	2
6	LIABILITY IN CASE OF VIOLATION OF CLAUSES .....	3
7	STATEMENT OF ACCEPTANCE.....	3