



## GENERAL SALES CONDITIONS

ArcelorMittal

### 1. SUBJECT

- 1.1. General sales conditions are valid for all services and products provided or produced by company ArcelorMittal Zenica d.o.o. (hereinafter "Seller"). With order confirmation, the Buyer accepts the General sales conditions.
- 1.2. Product or service, quality, size, length, type and quantity will be specified in order confirmation for each delivery. Material will be delivered packed in bundles/coils or in bulk and packing will be indicated on order confirmation.
- 1.3. Material will be delivered in tolerance of +10%/-10% on the total quantity in order confirmation unless agreed otherwise.
- 1.4. Inspection Certificate acc. to EN 10204 3.1/2004 (MTC) will be issued for all delivered material.

### 2. MARKING

- 2.1. On each coil/bundle there is a tag with the following data:
  - Producer: ArcelorMittal Zenica d.o.o
  - Dimension, Steel grade, Standard, Weight, Heat

### 3. PRICE

- 3.1. Price will be agreed between Buyer and Seller for each order and will be indicated on the order confirmation.

### 4. PAYMENT

- 4.1. Buyer and Seller will agree payment term with each individual order. Payment term and payment assurance measures will be indicated on each individual order confirmation.
- 4.2. Delivered material shall be invoiced based on actual weight.
- 4.3. Buyer will perform the payment to the Seller bank account stated on the invoice.
- 4.4. All charges outside Bosnia and Herzegovina are for Buyer's account.
- 4.5. If Buyer fails to pay any amount due to the Seller within the due date, the Buyer shall be obliged to pay the Seller a late charge interest of 12% per annum on the amount not paid in time.

### 5. DELIVERY

- 5.1. The material shall be delivered by Seller according to Incoterms 2010 issued by ICC. Delivery period will be indicated for each individual order.
- 5.2. Prior delivery and/or partial shipment of the material shall be permissible unless agreed otherwise in order confirmation.
- 5.3. If case of delayed payment or if the Buyer did not clear due invoice(s) from previous deliveries, Seller has the right to cancel the existing order.
- 5.4. In case of payment via Bank Guarantee or Letter of Credit, buyer is obliged to send the BG/LC draft to the seller for final confirmation prior opening of the same. In case the BG/LC is opened after agreed deadline, the seller will not be responsible for any delay in shipment and has the right to cancel the order.
- 5.5. If case of FCA delivery intended for export, the Buyer is obligated to submit to the Seller to his address:
  - For simplified customs clearance procedure, two original invoices stamped on exit customs border B&H with the indicated number KF and one certified copy of CMR and that within 10 days from the date of loading, and for loading in the last 5 working days of the current month, within 5 days.
  - When simplified customs procedure is not done, original JCI 3/8.If the Buyer fails to submit the required documents in accordance with the above, he is obligated to pay VAT for goods, and other costs that might arise due to the failure to fulfil the obligation of returning the documents.

### 6. CONTROL AND CLAIMS

- 6.1. The Buyer has the right to carry out at his expense checking of quality and quantity of the delivered material in accordance with the relevant standards and involve independent inspection companies. In this case inspection of the material shall be only performed in the presence of the Seller's representative or authorized person.
- 6.2. If the controlled weighing of the material performed by an independent inspection company in the presence of Sellers' representative determines that the difference in weight exceeds 0,5 % compared with the weight indicated on invoice, the Buyer has the right to send an official claim to the Seller as per general sales conditions. In any event, the Buyer is not entitled to delay the payment of any outstanding invoices.
- 6.3. The control of quality as well as taking and preparation of samples from the material shall be performed in accordance with the methods of analyses and standards adopted in the country manufacturing the material.
- 6.4. In the event of shortage in weight, the Buyer shall have the right to make a claim to the Seller not later than 15 calendar days from the date of arrival of material at the destination.
- 6.5. In the event of revealing the non-conformity to the quality indicated in the Specification, the Buyer shall have the right to make a claim to the Seller within 15 calendar days from the date of arrival of material as for the external (visible) defects, and not later than 45 days from the date of arrival of material as for internal defects of metallurgical character.
- 6.6. Claims are to be presented in written form according to OB-7.2.3-1 with attachment of all documents confirming the content of the claim.

### 7. ARBITRATION

- 7.1. All disputes which cannot be resolved by an agreement will be resolved before a three-member arbitration tribunal in accordance with the Swiss arbitration rules prescribed by the arbitration institution of the Swiss Chamber. The arbitration proceedings will be conducted in Geneva, in English.
- 7.2. Decision of arbitration will be final and binding for both sides.

### 8. FORCE MAJEURE

- 8.1. If any Party hereto at any time during the contractual period is unable to fulfill any of its contractual obligations due to force majeure, it shall immediately inform the other Party in writing on occurrence of such force majeure. The Party that issues such a notification shall be free of its contract obligations during the force majeure.
- 8.2. Concepts, definitions and provisions from ICC Force Majeure Clause shall make a constituent part of general sales conditions.

### 9. HEALTH AND SAFETY

- 9.1. Contractual parties are being obliged to strictly obey H&S Rules and Regulations.
- 9.2. Employees who are working for the Buyer are obliged to have Personal Protection Equipment at all time within the supplier's premises and same are to be provided by the Buyer.

### 10. ECOLOGY AND ENVIRONMENT

- Contractual parties are being obliged to carry out their activities on highly professional level along with law and other valid regulations in Bosnia and Herzegovina. During their job execution they are also obliged to carry out all regulations related to environment, air and water pollution, environmental protection and regulation on waste handling. Within the supplier's premises it is strictly forbidden to leave behind any kind of waste on inadmissible area.

### 11. FRAUD AND CORRUPTION

- 11.1. Buyer guarantees and obliges that he has not given and will not give gift or commission and they did not have and will not have any agreement to give to employee of seller any kind of money award connected with any Sales order or any other Contract with Buyer.
- 11.2. If Buyer or any of his representative break above mentioned conditions, Seller has the right to terminate the sales order and reimburse from the Buyer all losses resulting from the termination.
- 11.3. Both parties oblige to implement ArcelorMittal anticorruption corporate policy.

### 12. FINAL PROVISIONS

- 12.1. The Buyer shall assume full responsibility for the performing of the antidumping norms, regulations and procedures on their national market as well as on the markets of the subsequent sale of the material. The Buyer is obligated to prevent selling on dumping prices and pay in full the duties and other penalties which are imposed on the material in accordance with the Antidumping Legislation of the importing country.
- 12.2. Any changes and amendments to General sales conditions can be made only by written consent of both contractual Parties.
- 12.3. General sales conditions are valid from 01.01.2020.