



# Contract for Capital Purchase N°

[reference of the COMPANY]

**Between**

▶[•]

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- .
- .

represented by the duly authorized persons designated on the signature page of the present CONTRACT, hereinafter referred to in this CONTRACT as the “**COMPANY**” and in appendix 17 to this CONTRACT as the “**BUYER**” on the one hand,

**And**

▶

- .
- .
- .
- .

represented by the duly authorized person(s) designated on the signature page of the present CONTRACT, hereinafter referred to as the “**CONTRACTOR**” on the other hand.

The COMPANY and the CONTRACTOR will be hereafter individually referred to as the “PARTY” and collectively to as the “PARTIES”.

**Invoicing address of the COMPANY:**

Any CONTRACTOR’s invoice shall be submitted in triplicates at the **following address:**

▶

**Delivery address of the WORKS AND/OR EQUIPMENTS to the COMPANY:**

▶

**WHEREAS:**

The COMPANY is specialized in the manufacturing, transformation and/or commercialization of steel products.

With respect to the know-how, knowledge, technology and experience the CONTRACTOR has developed in relation to the WORKS AND/OR EQUIPMENT, as well as to all means the CONTRACTOR undertakes to affect to the proper fulfillment in due time of all its obligations under the CONTRACT, the COMPANY is willing to enter into a contract with the CONTRACTOR for the delivery of the WORKS AND/OR EQUIPMENT as described in more details in article 1 hereunder.

The PARTIES discussed the terms and conditions applicable to the delivery of the WORKS AND/OR EQUIPMENT and decided to enter into the present CONTRACT.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

**1 – Scope of the supply**

**1.1 Concerned SITE**

The SITE where the WORKS AND/OR EQUIPMENT are to be erected and delivered is [●]:



Accordingly, the WORKS AND/OR EQUIPMENT shall be delivered by the CONTRACTOR in accordance with the INCOTERMS, DDP unloaded at the address specified here above.

**1.2. Extent of the WORKS AND/OR EQUIPMENT to be supplied**

The purpose of the CONTRACT is to define the terms and conditions applicable to (i) the whole sale and delivery on SITE by the CONTRACTOR of the WORKS AND/OR EQUIPMENT and to (ii) the CONTRACTOR's obligations as specified in the COMPANY's TECHNICAL SPECIFICATIONS (attached in appendix 1 hereof) and summarized hereunder: [●]



The WORKS AND/OR EQUIPMENT shall be designed and erected so as to ensure their safe, efficient and economical operating and maintenance.

For the purpose of the above, the CONTRACTOR shall use standardized, commercially available and largely maintenance-free operating equipment and materials every time it is possible to do so.

**2 – Price**

**2.1. Determination of the CONTRACTUAL PRICE**

The price for the sale and delivery of the WORKS AND/OR EQUIPMENT in compliance with the CONTRACT (hereinafter the "CONTRACTUAL PRICE") is composed as further described hereunder.

The CONTRACTUAL PRICE includes the delivery of the WORKS AND/OR EQUIPMENTS as defined in article 1.2 hereunder as well as all items specified in Clause 5.2 of the GENERAL CONDITIONS, and in particular the DEVELOPMENTS and the transfer to the COMPANY, or in compliance with the provisions of the GENERAL CONDITIONS the granting of one or several licence(s) of use, of the INTELLECTUAL PROPERTY RIGHTS regarding the DEVELOPMENTS, materials and special tools, the SPECIFIC SOFTWARE, STANDARD SOFTWARE and/or CONTRACTOR'S SOFTWARE as specified in appendix 12 ("STANDARD SOFTWARE, CONTRACTOR'S SOFTWARE and SPECIFIC SOFTWARE") attached hereto.

**2.1.1. Fixed portion of the CONTRACTUAL PRICE**

This fixed portion of the CONTRACTUAL PRICE is understood and agreed as being the lump sum of

**EUR net [●] : ▶**

**Euros net [●] : ▶**

The fixed portion of the CONTRACTUAL PRICE is fixed, firm, not subject to any revision and all taxes included (except VAT) for all works, services and/or supplies to be carried out and/or provided in relation to the WORKS AND/OR EQUIPMENT as well as for the achievement of all results and performances expected by the COMPANY. The fixed portion of the CONTRACTUAL PRICE includes in particular any and all costs incurred by the CONTRACTOR for the supply of the WORKS AND/OR EQUIPMENT, as well as all items mentioned in article 2.1 here above.

**2.1.2. Variable portion of the CONTRACTUAL PRICE based on "Assumed Quantities"**



When it is specified in article 1.2 here above that some parts of the WORKS AND/OR EQUIPMENT to be provided by the CONTRACTOR under the CONTRACT cannot be delivered for quantities and/or volumes precisely and definitively defined by the PARTIES at the latest upon signature of the CONTRACT, said parts of the WORKS AND/OR EQUIPMENT will be delivered on "Assumed Quantities", at the fixed and firm unit price and under the conditions agreed by the PARTIES in appendix 6 ("Assumed Quantities") hereof.

## 2.2. Payment terms

The CONTRACTUAL PRICE shall be paid by the COMPANY in several payment terms as specified in the time schedule attached in appendix 3 ("Payment Terms") after the proper achievement in due time of the contractual events as defined in said appendix 3.

## 2.3. Bank Guarantees

The CONTRACTOR expressly undertakes to provide the COMPANY with all bank guarantees requested in appendix 3 ("Payment Terms") attached hereto, in due compliance with the applicable models attached in appendix 10 ("Bank Guarantee").

The COMPANY shall be entitled to reject any bank guarantee and/or related document(s) which do(es) not fully comply with the above-mentioned models. In such case, such documents shall not be considered as a valid bank guarantee granting the release of any payment or payment terms.

## 2.4. Certificates required under LAWS [●]

The CONTRACTOR undertakes to provide, on its own initiative, in compliance with the periodicities specified by applicable LAWS and in any case within the shortest possible time upon the COMPANY's request, the COMPANY with any compliant certificate and/or attest required by applicable LAWS, and in particular in tax, labor and social contributions matters.

The non delivery of such documents at the required date may prevent the acceptance of the contractual event following the date of ascertainment of such breach, as specified in the time schedule set out in appendix 3 ("Payment Terms") and/or lead to the application of payment withholding(s).

## **3 – Effective date of entry into force of the CONTRACT**

Unless otherwise expressly specified, the CONTRACT will enter into force on DATE ZERO as specified for the first contractual event of the list attached in appendix 3 ("Payment Terms").

## **4 – Contractual documents**

The CONTRACT shall be implemented in compliance with its own terms and conditions, including its appendices as listed hereunder, which form an integral part of the CONTRACT.

In particular, the present CONTRACT incorporates expressly all terms and conditions of the GENERAL CONDITIONS as accepted by the CONTRACTOR (See appendix 17 attached hereto) and all terms used in capital letters herein shall have the same meaning as defined in the GENERAL CONDITIONS, unless a specific express definition is specified in the CONTRACT.

### **Appendices [●] :**

- **A 1:** COMPANY's TECHNICAL SPECIFICATION (including TESTS and performances of the WORKS AND/OR EQUIPMENT)
- **A 2:** CONTRACTUAL TIME SCHEDULE [●]
- **A 3:** Payment terms
- **A 4:** Break-down of the price of the WORKS AND/OR EQUIPMENT [●]
- **A 5:** List of unit prices applicable to the WORKS AND/OR EQUIPMENT
- **A 6:** Assumed Quantities
- **A 7:** Safety rules
  - 7.1 - General Group and/or COMPANY safety rules
  - 7.2 - Specific safety rules of the concerned SITE

- **A 8:** Environmental rules  
8.1 - *General Group and/or COMPANY environmental rules*  
8.2 - *Specific environmental rules of the concerned SITE*
- **A 9:** Description of insurance coverage [●]
- **A 10:** Models bank guarantee  
10.1 - *Model performance bond*  
10.2 - *Model first demand bank guarantee*
- **A 11:** Specific warranty period(s) (deviating from the GENERAL CONDITIONS) [●]
- **A 12:** STANDARDS SOFTWARE, CONTRACTOR'S SOFTWARE and SPECIFIC SOFTWARE [●]  
12.1 - *STANDARD SOFTWARE*  
12.2 - *CONTRACTOR'S SOFTWARE*  
12.3 - *SPECIFIC SOFTWARE*
- **A 13:** List of spare parts
- **A 14:** List of ordinary wear and tear parts and consumables [●]
- **A 15:** List of authorized subcontractors
- **A 16:** List of tools and materials put at the CONTRACTOR's disposal by the COMPANY
- **A 17:** GCCP –GENERAL CONDITIONS FOR CAPITAL PURCHASES as accepted by the CONTRACTOR in the acceptance form (AF) dated ►
- **A 18:** CONTRACTOR'S TECHNICAL QUOTATION
- **A 19:** Certificates [●] issued by the competent authorities with respect to:  
19.1 - *Tax matters*  
19.2 - *Labor matters*  
19.3 - *Other matters*

If any of the above-listed appendices is expressly crossed out and/or marked as being « VOID » or « NIHIL », it shall be deemed as non-applicable in its entirety under the present CONTRACT.

The CONTRACTOR declares and acknowledges that it fully and thoroughly knows the content of the above-mentioned appendices and especially the GENERAL CONDITIONS that the CONTRACTOR has duly accepted.

In case of any contradiction between two (or more) of the above-listed appendices, the terms and conditions of the appendix referenced with the lowest number in the above list shall prevail over the concerned provisions of the other appendices. In any case, the provisions specified in the CONTRACT shall prevail over the corresponding provisions of the GENERAL CONDITIONS.

The CONTRACT represents the entire agreement of the PARTIES on the subject matter hereof and all prior negotiations, declarations or agreements, either written or oral, and related to the said subject matter shall be construed as being null and void, provided they have not being expressly reiterated herein.

Any modification or amendment to the CONTRACT, the GENERAL CONDITIONS or any of the above-listed appendices shall only be valid and binding upon the PARTIES when expressly agreed upon in a written document signed by both PARTIES.

## **5 – Deadlines and warranties (as summarized from the GENERAL CONDITIONS)**

### **5.1. Deadlines and periods of time**

Without prejudice to other provisions of the GENERAL CONDITIONS, the CONTRACTOR undertakes to fully and duly comply with the CONTRACTUAL TIME SCHEDULE as specified in appendix 2 (“CONTRACTUAL TIME SCHEDULE”) attached hereto, it being specified that all dates and deadlines specified in the CONTRACTUAL TIME SCHEDULE are of paramount consideration of the COMPANY.

### **5.2. Warranty of compliance and achievement of performances**

Notwithstanding provisions of Clause 26.1 of the GENERAL CONDITIONS, the CONTRACTOR warrants in particular that the WORKS AND/OR EQUIPMENT will conform to the specifications and requirements specified in the present



CONTRACT, including the technical description of the WORKS AND/OR EQUIPMENT made by the CONTRACTOR in the CONTRACTOR'S TECHNICAL QUOTATION (See appendix 18).

## **6 – Liquidated damages [●]**

### **6.1. Liquidated damages for delay [●]**

If any contractual deadline specified for a contractual event in appendix 3 (“Payment Terms”) is not fully and properly complied with by the CONTRACTOR in due time, the COMPANY shall be entitled to apply immediately liquidated damages for delay amounting **to** ▶ % of the total CONTRACTUAL PRICE per ▶ **started/full [●]** ▶ **DAY/week [●]** of delay up to the maximum amount **of [●]** ▶ [ **insert figure not less than 10** ] % of the total CONTRACTUAL PRICE.

The application of said liquidated damages as COMPANY's compensation for the incurred delay shall cease as soon as the CONTRACTOR will have remedied to said delay.

When liquidated damages are paid by the CONTRACTOR to the COMPANY in compliance with the foregoing provisions, the COMPANY shall not be entitled to raise any other claim in strict relation to said delay, except in case the ascertained global delay incurred under the CONTRACT shall lead to an overrun of the maximum thresholds of liquidated damages for delay as specified here above. In such a case, the COMPANY shall be entitled to recover all other rights and/or remedies against the CONTRACTOR if permitted by the LAWS and/or the GENERAL CONDITIONS.

Provided a reference to “Reimbursable Damages” (or “RD”) is expressly specified in front of the concerned event(s) in the appendix 3 (“Payment Terms”) attached hereto, if the CONTRACTOR fully complies with the date of the INDUSTRIAL COMMISSIONING or the PROVISIONAL ACCEPTANCE as specified in said appendix 3, the CONTRACTOR shall be paid back in whole or in part of the liquidated damages for delay the CONTRACTOR already paid due to the delay that affected the achievement of the above-mentioned event(s), provided and to the extent the COMPANY did not directly nor indirectly suffer from immediate and/or significant losses arising from the above-mentioned delay.

### **6.2. Liquidated damages for non-achievement of contractual performances [●]**

When liquidated damages for non achievement of contractual performances in respect to the WORKS AND/OR EQUIPMENT are expressly specified herein, they shall be stipulated per contractual performance and define at least the following:

- relevant expected value(s) [as well as the applicable measurement method(s)];
- applicable unit of measure;
- applicable tolerance limit(s);
- applicable liquidated damages;
- if appropriate, any possible reference to “Make Good”, it being specified that in such case the CONTRACTOR shall carry out any and all steps and actions necessary or appropriate to achieve at least the minimum contractual performances expected.

The liquidated damages for non achievement of contractual performances:

- (i) shall be due and payable at the date of PROVISIONAL ACCEPTANCE, provided that it has been ascertained that one or several contractual performances have not been achieved, and
- (ii) shall be the COMPANY's sole remedy in case of non achievement of the contractual performances by the CONTRACTOR, under the strict exclusion of the performances for which the “Make Good” shall apply.

Notwithstanding the foregoing, if the CONTRACTOR finally achieves by the date of the FINAL ACCEPTANCE the contractual tolerance limit(s) as specified in the concerned CONTRACT for any contractual performances of the WORKS AND/OR EQUIPMENT, the liquidated damages as paid by the CONTRACTOR at the PROVISIONAL ACCEPTANCE in respect to said contractual performances, shall be paid back to the CONTRACTOR at the date of the FINAL ACCEPTANCE.

In any case, the maximum amount specified for all those liquidated damages for non achievement of contractual performances is fixed to [●] ▶ [ **insert figure not less than 10** ]% of the CONTRACT's total CONTRACTUAL PRICE.

6.3. Limitation of the global amount of the liquidated damages

The total amount of liquidated damages for delay and/or non achievement of contractual performances to be applied by the COMPANY in compliance with articles 6.1 and 6.2 here above shall be strictly limited **to [●]** ► [ **insert figure not less than 15** ]% of the total CONTRACTUAL PRICE.

6.4. Other obligations relating to the liquidated damages

6.4.1 Notification, rescheduling and action plan.

In any case of application of liquidated damages, the COMPANY shall send a written notification (per email, fax or mail) to the CONTRACTOR in order to inform the CONTRACTOR of the application of liquidated damages as defined in this article 6.

Upon receipt of said notice, the CONTRACTOR shall forthwith notify the COMPANY of the new reasonable deadline(s) upon which the CONTRACTOR will have remedied to said late delivery and/or to said non-achievement of the concerned contractual performances as well as with the action plan relating thereto. If said new deadline(s) seem(s) to the COMPANY as not being appropriate according to the circumstances, the COMPANY shall inform the CONTRACTOR thereof without undue delay and agree with the CONTRACTOR upon the appropriate deadline(s) to be complied with.

If the CONTRACTOR is not able to respect the new deadline(s) prior accepted by the COMPANY, the COMPANY shall be entitled to apply liquidated damages and/or any other rights and remedies as permitted by the LAWS and/or the GENERAL CONDITIONS.

6.4.2 Payment modalities of accrued liquidated damages

At the COMPANY's choice, the payment by the CONTRACTOR of any liquidated damages due under the CONTRACT may, in whole or in part, be (i) set off by the COMPANY against any sum remaining to be paid to the CONTRACTOR and/or (ii) paid by a credit note issued by the CONTRACTOR.

**7 – Options**

7.1. Options' description, references, prices and dates of options' exercising [●]

Description of each option and reference number(s)	Price [●] of each option	Terms of exercising the option in order to allow the CONTRACTOR to deliver it in accordance with the CONTRACTUAL TIME SCHEDULE (Date A)	Last date for exercising the option (Date B)

7.2. Principles

The exercising of one or several options (including those concerning spare parts) to be chosen in the list specified in article 7.1 here above (and described precisely in the CONTRACTOR'S TECHNICAL QUOTATION) may be decided either by the COMPANY or by any company affiliated to MITTAL STEEL COMPANY NV as defined in Clause 1.1 of the GENERAL CONDITIONS.



The CONTRACTOR shall not refuse the exercising of any option according to the terms and conditions of the CONTRACT as specified here above until the date of the PROVISIONAL ACCEPTANCE.

The prices and validity periods of such options are fixed in article 7.1 here above and are not subject to any revision before the occurrence of the last day specified for exercising such option is reached (here above referred to as "Date B"). If an option is exercised before the occurrence of the first day specified for exercising such option (here above referred to as "Date A"), the CONTRACTOR undertakes to carry out all actions and measures to deliver such option in accordance with the CONTRACTUAL TIME SCHEDULE as specified in the CONTRACT.

The fact that any option is exercised or not shall not modify in any way the other CONTRACTOR's duties and obligations under the CONTRACT.

### 7.3. Exercising of an option

In case any option is exercised, a specific purchase order shall be issued prior to any execution of said option and the CONTRACTOR shall not be entitled to invoice in whole or in part the price specified for such option before the due reception of said written order.

### 7.4. Options' terms of payment

Any and all exercised options shall be paid in accordance with the same terms and conditions as those specified in the CONTRACT, except for spare parts or consumables which shall be paid in a single term upon the qualitative and quantitative acceptance of the corresponding total quantities delivered by the CONTRACTOR.

## **8 – Other contractual terms [●]**



## **9 – Representatives of the Parties**

### 9.1. COMPANY's representatives

The COMPANY's representatives for the performance of the CONTRACT are the following:

Project Manager: Mr.  
Phone number:  
Fax number:  
Email:

Engineering: Mr.  
Phone number:  
Fax number:  
Email:

Buyer: Mr.  
Phone number:  
Fax number:  
Email:

### 9.2. CONTRACTOR's representatives

The CONTRACTOR's representatives for the performance of the CONTRACT are the following:

Project Manager: Mr.  
Phone number:  
Fax number:  
Email:



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Engineering: Mr.  
Phone number:  
Fax number:  
Email:

Vendor: Mr.  
Phone number:  
Fax number:  
Email:

**10 – Miscellaneous.**

The CONTRACTOR shall take into consideration all additional information and/or practical data specified in the order related to the WORKS AND/OR EQUIPMENT

Neither PARTY’s failure to enforce one or more provisions set out in the CONTRACT in one or several occasions shall be construed as a waiver of its rights.

Should any provision of the CONTRACT be construed as being invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected nor impaired thereby and shall remain in full force and effect as if the invalid, illegal or unenforceable provision had never been part of the CONTRACT, the Parties undertaking in such case to amend the CONTRACT in good faith in order to reach the results initially agreed among the PARTIES.

The eventual references and texts inserting as endnotes in the present CONTRACT are strictly and only given for information propose and have in any case no contractual significance.

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This CONTRACT has been executed in two (2) original counterparts, one for each PARTY, on [●] ►

**For the COMPANY:**

**For the CONTRACTOR:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:





**APPENDIX 1**  
**COMPANY'S TECHNICAL SPECIFICATION**

(To be inserted here)

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**APPENDIX 2**  
**CONTRACTUAL TIME SCHEDULE**

(To be inserted here)

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**APPENDIX 3**  
**Payment terms**

All payments will be payable ninety (90) calendar days end of month as from the COMPANY's quantitative and qualitative acceptance of the corresponding contractual events.

Item Nr [•]	Description of the concerned contractual events [•]	Date of contractual events [•]	CONTRACTUAL PRICE installments (in % of the CONTRACTUAL PRICE) [•]	Remarks (subject to Bank Guarantees [•] or to liquidated damages ([•]...)
1	Down payment at the order (subject to the due and prior receipt of the CONTRACTOR's unconditional order acknowledgement issued by the CONTRACTOR)	J	X %	[•]
2	Delivery to the COMPANY of the following DOCUMENTATION: ▪ [•]	J + (DAYS)	X %	
...	Beginning of the necessary preparation and erection works in the CONTRACTOR's premises	J + (DAYS)	X %	
...	Termination of the erection on SITE of the WORKS AND/OR EQUIPMENT	J + (DAYS)	X %	
...	.....	J + (DAYS)	X %	
...	INDUSTRIAL COMMISSIONING [•]	J + (DAYS)	X %	
...	PROVISIONAL ACCEPTANCE (after complete delivery of all agreed material and requested documents) [•]	J + (DAYS)	X %	
...	FINAL ACCEPTANCE (after due remedy to all eventual reservations). The corresponding amount shall be paid at the same time as the installment corresponding to the PROVISIONAL ACCEPTANCE provided an irrevocable bank guarantee for the same amount and valid for a time period of 12 months has been prior submitted. [•]	J + (DAYS)	X %	



**APPENDIX 4**

**Break-down of the price of the WORKS AND/OR EQUIPMENT**

**(To be inserted here)**

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**APPENDIX 5**

**List of unit prices for the WORKS AND/OR EQUIPMENT**

**(To be inserted here)**

**APPENDIX 6**  
**Assumed Quantities**

**6.1 Definition and scope**

The term “Assumed Quantities” shall mean under the CONTRACT the parts of the WORKS AND/OR EQUIPMENT that cannot be delivered under firm and predetermined quantities and/or volumes specified upon the signature of the CONTRACT. Accordingly, said parts of the WORKS AND/OR EQUIPMENT shall be delivered on “Assumed Quantities”, for the provisional quantity and/or volume per item and at the unit price agreed between the PARTIES as further specified in the table here under (hereinafter “Assumed Quantities”).

Parts of the WORKS AND/OR EQUIPMENT to be delivered on “Assumed Quantities”	Provisional quantities/volumes of said parts of the WORKS AND/OR EQUIPMENT [●]	Unit price of said part of the WORKS AND/OR EQUIPMENT

The provisional total amount of the variable portion of the CONTRACTUAL PRICE corresponding to the parts of the WORKS AND/OR EQUIPMENT which shall be delivered on “Assumed Quantities” as described here above is: EUR net [●] ▶ .

The gross (and primary) estimated value of the total amount of the parts of the WORKS AND/OR EQUIPMENT to be delivered on “Assumed Quantities” is: EUR [●] ▶ .

The PARTIES expressly agree that a reducing coefficient of [●] ▶ 0, shall be applied on the above-mentioned gross (and primary) estimated value as well as on all unit prices listed in the table here above [●], in order to obtain the net value of the variable portion of the CONTRACTUAL PRICE.

**6.2 Calculation and payment rules of the final variable portion of the CONTRACTUAL PRICE**

**6.2.1 Final calculation of the variable portion of the CONTRACTUAL PRICE**

The variable portion of the CONTRACTUAL PRICE as defined in article 2.1.2 of the CONTRACT shall be readjusted after the full and due performance of the CONTRACT on the basis of the real and final quantities and volumes of the parts of the WORKS AND/OR EQUIPMENT delivered on “Assumed Quantities” and which have been effectively supplied by the CONTRACTOR under the CONTRACT for the WORKS AND/OR EQUIPMENT. The final valuation of those real quantities and volumes shall be carried out as further described below.

Only the payment term related to the PROVISIONAL ACCEPTANCE shall be adapted and readjusted by taking into account the final variable portion of the CONTRACTUAL PRICE as specified here above.

**6.2.2 Evaluation of the real quantities and volumes supplied by the CONTRACTOR**

The CONTRACTOR shall provide the COMPANY with a recapitulative and detailed document containing at least the following information:

- full and complete description of the parts of the WORKS AND/OR EQUIPMENT that have been delivered by the CONTRACTOR on “Assumed Quantities”,
- inventory per item of the real quantities and/or volumes of said parts of the WORKS AND/OR EQUIPMENT that have been effectively supplied by the CONTRACTOR, including the corresponding unit prices,
- amount already paid by the COMPANY in application of appendix 3 (“Terms of Payment”),



- amount remaining to be paid by the COMPANY or to be reimbursed by the CONTRACTOR under the CONTRACT.

The above-mentioned recapitulative document shall be:

- signed by a duly authorized representative of the CONTRACTOR;
- delivered simultaneously to the Project Manager and to the Purchasing Representative of the COMPANY (as specified in article 9.1 of the CONTRACT) but no later than fifteen (15) DAYS after the completion date of the parts of the WORKS AND/OR EQUIPMENT delivered by the CONTRACTOR on "Assumed Quantities"; and
- delivered together with copies of all evidence and documents in proof (such as, but not limited to, calculation notes and updated plans, subcontractors' invoices, drawing copies specifying all areas concerned by the quantities and volumes statements) in order to ascertain the accuracy of the total real quantities and volumes of all parts of the WORKS AND/OR EQUIPMENT to be delivered on "Assumed Quantities" under the CONTRACT that have been effectively supplied by the CONTRACTOR.

### 6.2.3 Contradictory statement on SITE during the implementation of the WORKS AND/OR EQUIPMENT

If any part of the WORKS AND/OR EQUIPMENT to be delivered by the CONTRACTOR on "Assumed Quantities" under the CONTRACT cannot be reasonably checked by the COMPANY after the due and proper performance of the CONTRACT, the CONTRACTOR shall ask without delay the COMPANY to issue during the implementation on SITE of said part of the WORKS AND/OR EQUIPMENT a contradictory statement of the quantities and volumes of said parts of the WORKS AND/OR EQUIPMENT effectively supplied by the CONTRACTOR. This contradictory statement shall be certified by the CONTRACTOR as being accurate and jointly signed by a duly authorized representative of each PARTY.

### 6.2.4 Payment of the invoice corresponding to the quantities and volumes of the WORKS AND/OR EQUIPMENT delivered on "Assumed Quantities" effectively supplied by the CONTRACTOR

The invoice related to the PROVISIONAL ACCEPTANCE shall only be issued by the CONTRACTOR after the signature of an addendum to the CONTRACT issued by the COMPANY's Purchasing Representative.

The PARTIES undertake for the purpose of the above to comply with the following rules:

- When it appears that the total real quantities and/or volume effectively supplied by the CONTRACTOR in respect to the parts of the WORKS AND/OR EQUIPMENT to be delivered on "Assumed Quantities" were supplied in bigger quantities and/or volumes than the corresponding "Assumed Quantities" defined in point 6.1 here above, the COMPANY shall send a specific order to the CONTRACTOR for the concerned supplementary quantities and/or volumes; upon receipt of this specific order, the CONTRACTOR shall be entitled to issue the corresponding complementary invoice; and
- When it appears that the total real quantities and/or volumes effectively supplied by the CONTRACTOR in respect to the parts of the WORKS AND/OR EQUIPMENT to be delivered on "Assumed Quantities" were supplied in lower quantities and/or volumes than the corresponding "Assumed Quantities" defined in point 6.1 here above, the COMPANY shall be entitled, at its own choice:
  - to set off such amount against any sum remaining due to the CONTRACTOR, and/or
  - to require from the CONTRACTOR the issuance of a credit note for the amount corresponding to the quantities and/or volumes initially included in the CONTRACTUAL PRICE but not effectively supplied by the CONTRACTOR under the CONTRACT, such credit note having to be forthwith sent to the COMPANY.

### 6.2.5 COMPANY's checking of the quantities and volumes effectively supplied by the CONTRACTOR in respect to the parts of the WORKS AND/OR EQUIPMENT to be delivered on "Assumed Quantities"

The CONTRACTOR agrees that within twelve (12) calendar months after the PROVISIONAL ACCEPTANCE, the COMPANY shall be entitled to carry out a detailed checking of all quantities and/or volumes of the parts of the WORKS AND/OR EQUIPMENT delivered on "Assumed Quantity" that the CONTRACTOR declares to have effectively supplied.

If any differences out of proportion to applicable professional standards and customs are noted by the COMPANY between the quantities or volumes declared by the CONTRACTOR as having been effectively supplied and the quantities or volumes effectively supplied by the CONTRACTOR as checked by the COMPANY, the COMPANY will inform the CONTRACTOR of such differences, and shall be then entitled, at its own choice:



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- to set off such amount against any sum remaining due to the CONTRACTOR; and/or
- to require from the CONTRACTOR the issuance of a credit note for the amount corresponding to the quantities and/or volumes finally invoiced or reimbursed by the CONTRACTOR in compliance with point 6.2.4 here above but not effectively supplied or delivered by the CONTRACTOR under the CONTRACT, such credit note having to be forthwith sent to the COMPANY.

**APPENDIX 7**  
Safety rules

**7.1 – General Group and/or Company safety rules**

(To be completed following consultation with the legal department)

**7.2 – Specific safety rules of the concerned SITE**

(Refer to the applicable safety instructions or handbook)

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**APPENDIX 8**  
Environmental rules

**8.1 – General Group and/or COMPANY environmental rules**

(To be inserted here)

**8.2 – Specific environmental rules of the concerned SITE**

(To be inserted here)



**APPENDIX 9**  
Description of insurance coverage

<b>Warranties</b>	<b>Requirements</b>	<b>CONTRACTOR's insurance coverage</b>	<b>COMPANY's insurance coverage on behalf of CONTRACTOR</b>
<b>Compulsory insurance coverage</b>	<i>Taken out of all compulsory coverage</i>	To be evidenced by the CONTRACTOR prior to the signature of the CONTRACT	
<b>Damages to works</b>	<i>All risks coverage for the amount of the WORKS AND/OR EQUIPMENT</i>	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____
<b>Delay in start-up coverage</b>	<i>Loss of profit or extra costs related to delay</i>	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____
<b>Damages to existing installations/facilities</b>	<i>For direct damages, coverage of the estimated maximum loss as established by the COMPANY</i>	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____
	<i>For consequential business interruption or extra costs, coverage of the estimated maximum loss related to the here above direct damages</i>	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____
<b>Third party liability</b>	<i>Coverage limit of EUR 3.000.000 minimum</i>	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____	Covered amount: ____ Deductibles limit: ____ Main exclusions: ____

**APPENDIX 10**  
Model bank guarantee

**10.1 – MODEL PERFORMANCE BOND**

(Final model to be inserted here)

**10.2 – MODEL FIRST DEMAND BANK GUARANTEE**

(Final model to be inserted here)



**APPENDIX 11**

Specific warranty period(s) (deviating from the GENERAL CONDITIONS)

(To be specified here if any)

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**APPENDIX 12**

**STANDARD SOFTWARE, CONTRACTOR'S SOFTWARE  
AND SPECIFIC SOFTWARE**

The PARTIES expressly agree that the CONTRACTOR shall at least deliver to the COMPANY under the CONTRACT all following software, in full compliance with applicable terms and conditions set out in the GENERAL CONDITIONS:

12.1 **STANDARD SOFTWARE**

(To be completed if any)

12.2 **CONTRACTOR'S SOFTWARE**

(To be completed if any)

12.3 **SPECIFIC SOFTWARE**

(To be completed if any)

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**APPENDIX 13**

List of spare parts

(List to be inserted here if any)

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**APPENDIX 14**

List of ordinary wear and tear parts and consumables

(List to be inserted here if any)

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**APPENDIX 15**

List of authorized subcontractors

(List to be inserted here if any)

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**APPENDIX 16**

List of tools and materials put at  
the CONTRACTOR's disposal by the COMPANY

(List to be inserted here if any)

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**APPENDIX 17**

**GENERAL CONDITIONS FOR CAPITAL PURCHASE**

as accepted by the CONTRACTOR in the acceptance form (AF) dated \_\_\_\_\_precise date to be specified here\_\_\_\_\_

(To be inserted here)

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**APPENDIX 18**

**CONTRACTOR's TECHNICAL QUOTATION**

(Quotation to be inserted here)

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**APPENDIX 19**

Certificates issued by competent authorities with respect to

**19.1 Tax aspects**

(Certificates to be listed and/or inserted here if any)

**19.2 Labor aspects**

(Certificates to be listed and/or inserted here if any)

**19.3 Other aspects**

(Certificates to be listed and/or inserted here if any)

**END**