

## OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### CONCLUDED BETWEEN

**ARCELORMITTAL POLAND S.A.** seated in: 41-308 Dąbrowa Górnicza, Al. J. Piłsudskiego 92, registered by the District Court Katowice-Wschód in Katowice, 8th Business Division in the National Court Register with the number (KRS): 115891, Tax ID No (NIP): 634-24-63-083 Statistical ID No (REGON): 277839653, Share capital, fully paid: PLN 2,659,478,030.00  
represented by:

- \_\_\_\_\_ - \_\_\_\_\_

- \_\_\_\_\_ - \_\_\_\_\_

hereinafter referred to as the **"Company"**

and

### **[CONTRACTOR'S DETAILS]**

represented by:

- \_\_\_\_\_ - \_\_\_\_\_

- \_\_\_\_\_ - \_\_\_\_\_

hereinafter referred to as **"Contractor"**.

### **Definitions**

- 1) **"Passport"** – an internal document used by the Company, prepared according to a template, confirming that the passport holder:

- works for the company whose stamp is affixed in the Passport,
- has undergone a medical check-up which is still valid, and which permits the holder to perform his/her work or activity;
- holds all qualifications and licenses required by law to perform a specific job or activity;
- has successfully passed an examination verifying his/her knowledge of the H&S Rules and Regulations, as required by ArcelorMittal Poland S.A.

Holding an accurately completed Passport and confirmation of passing the aforesaid examination shall be the basis for issuance of a pass to enter the Premises of ArcelorMittal Poland S.A. and to perform work by the Passport holder. The Passport shall be only valid with an ID document containing the owner's photograph. The person to whom the Passport has been issued should have it always with them and should present it at the request of the Company's staff and Security personnel.

- 2) **Personal Pass in the form of an electronic access card** - a document which confirms the identity of a person and the company which hires the person, and his/her right to enter the Company's Premises. The document contains the following details:

- validity term;
- validity of successfully passed examination verifying the holder's knowledge of the H&S rules, as required by ArcelorMittal Poland S.A.



- validity of the medical check-ups imported by the system based on information completed on as-needed basis by the Contractor in an "enrolment for examination" application. ,
  - regarding qualifications and licenses which may be required by law to perform a specific job or activity.
- 3) **Premises of ArcelorMittal Poland S.A. or Company Premises** – real property, of which ArcelorMittal Poland S.A. is a legal owner or which it actually occupies, and where it runs its business, in particular areas and land enclosed by fence (including but not limited to ground-based, overground and underground structures, roads and yards, buildings, warehouses and production bays, railway sidings and truck loading yards).
  - 4) **Work on the Premises of ArcelorMittal Poland S.A.** – repair, modernization, maintenance, demolition, investment, loading and unloading as well as other services/operations performed by the Contractor under the "Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A.". Contract for Performance of Work This also applies to services/ operations and work performed by Subcontractors.
  - 5) **Contractor** – an entity executing the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., especially a contractor, service provider, supplier of goods, an entity performing a specific task, an entity executing construction, assembly, demolition works, and similar services and operations on the Premises of ArcelorMittal Poland S.A. Contract for Performance of Work .
  - 6) **Subcontractor** – an entity executing the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., including a contractor, service provider, supplier of goods, an entity performing a specific task, an entity executing construction, assembly, demolition works, and similar services and operations on the Premises of ArcelorMittal Poland S.A. Contract for Performance of Work , etc.
  - 7) **Contractor's Employee** – a natural person engaged by the Contractor to perform Work on the Premises of ArcelorMittal Poland S.A., which includes a worker within the meaning of the employment law regulations, as well as a person employed (engaged) by the Contractor on any other legal basis. The Contractor's Employee shall also be understood as a natural person employed (hired) by any other entity, working for the Contractor under a relevant contract concluded with this third party.
  - 8) **Subcontractor's Employee** – a natural person employed (engaged) on any legal basis by the Subcontractor, who performs works/activities or services on the Premises of ArcelorMittal Poland S.A.
  - 9) **H&S Rules and Regulations** – regulations concerning occupational health and safety laid down in commonly effective provisions of law, internal regulations of the Company and herein, which can be made more precise or supplemented by H&S Office of ArcelorMittal Poland S.A. H&S Rules and Regulations can be subject to amendment..
  - 10) **The Company's H&S Office** – an organisational unit of ArcelorMittal Poland S.A. responsible in particular for supervision over the occupational health and safety compliance.
  - 11) **Agreement** – this Agreement on Occupational Health and Safety with appendices hereto.
  - 12) **Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. Contract for Performance of Work** – a contract, order etc. between ArcelorMittal Poland S.A. and the Contractor by virtue of which the Contractor is obliged to perform Work on the Premises of ArcelorMittal Poland S.A.
  - 13) **HandS** – an IT application used to collect information entered by auditors and employees, concerning anomalies, risks, near misses, accidents, audits, H&S inspections, etc.
  - 14) **FPS Standards** – the Fatality Prevention Standards, such as: ST001 Isolation, ST002 Confined spaces, ST003 Working at height, ST004 Rail safety, ST005 Shop floor audits, ST006 Vehicles and driving, ST007 Cranes and lifting, ST008 Contractors Management, ST009 Alert, ST010 Safety





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metrics, ST011 Incident investigations, ST012 Working in gas hazardous areas, ST013 Emergency preparedness, ST014 HIRA, Chemicals .

- 15) **Contractor's H&S Supervisor** – the employees of the Contractor appointed to supervise compliance with the H&S Rules and Regulations, fire protection regulations and environmental regulations during Work on the Premises of ArcelorMittal Poland S.A.. The Supervisors are appointed separately to specific works, and should stay on site throughout the performance of such works. The work manager, a person appointed to perform actual continuous supervision (nominated in the Facility hand-over form) or a representative of the Contractor's OHS staff may act as the Supervisor. Appointment of the Contractor's H&S Supervisor shall not release the Contractors and Subcontractors from the obligation to ensure safe and healthy conditions of work for their employees.
- 16) **Personnel Responsible on behalf of ArcelorMittal Poland S.A.:**
  - H&S Coordinator - an employee of ArcelorMittal Poland S.A. supervising occupational health and safety of all personnel employed within a specified Site.
  - Representative of ArcelorMittal Poland S.A. (e.g. Maintenance Work Manager/Technical Leader, Investment Project Manager, etc.) - an employee of the Company authorised to directly contact the Contractor performing works under a Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., who gives the permit to the Contractor to perform the works, and who participates in acceptance thereof.
  - H&S Office Employee – an employee of the organisational unit of ArcelorMittal Poland S.A. responsible in particular for supervision over H&S Rules and Regulations compliance.
- 17) **HIRA Sheet (Hazard Identification and Risk Assessment)** – a document completed to identify existing or potential hazards, and to assess occupational risk inherent in works performed or planned to be performed.
- 18) **Authorisation for third party employees** – an internal document developed by ArcelorMittal Poland S.A., confirming that the holder of the document is authorised by the Office of Technical Inspection (UDT) or Transport Technical Supervision (TDT) to operate/maintain lifting equipment. All licenses issued by UDT and TDT should be listed in the "Authorisation...". The document should be completed legibly and approved by the third party employee's supervisor. The third party employee should keep the "Authorisation..." visibly displayed.

#### **Article 1. General provisions**

1. This Agreement applies to the following sites of the Company: Dąbrowa Górnicza, Krakow, Sosnowiec, Świętochłowice, Chorzów, Zdzieszowice.
2. The Company is committed to provide safe and healthy conditions of work for all persons doing any work, activity or service on the Premises of the Company. The following rules of health and safety at work represent the minimum requirements which do not cancel or amend the more restrictive or stringent requirements laid down in the law.
3. Prior to selection of a firm to perform work on the premises of the Company, the Contractors are subject to preliminary qualification. The qualification includes assessment of the technical level of the firm in terms of H&S requirements.
4. When selecting Contractors, companies with an implemented and certified health and safety management system, quality management system, environmental management system and energy management system are preferred.
5. The Contractor's tender documents must include general H&S Plan of planned activities which tackle all safety and health hazards and the manner of their elimination. Evaluation of the H&S Plan are a criterion in the assessment of the Contractor during the tender procedure.
6. The Company reserves the right to have a third party perform an audit of a prospective Contractor as part of the preliminary qualification. The purpose of the audit is to verify the reliability of information





provided by the Contractor in respect of work method and compliance with the H&S Rules and Regulations. The audit may be held on the premises (office/division/site) in which the Contractor conducts its business activity. The Contractor will be informed about the audit sufficiently in advance.

7. In addition to the Contractor's liability under the laws, the Contractor is also responsible for compliance with the Company's internal bylaws resulting from the place and specific nature of the works, in particular with the H&S Rules and Regulations, fire protection regulations, environmental regulations, pertaining to energy/optimal use of energy, provisions on personal and property security, and business secret. The regulations are accessible at [www.poland.arcelormittal.com](http://www.poland.arcelormittal.com) under the tag "Contractor Zone", after the Company's H&S Office has provided access thereto.
8. Said regulations shall also be followed by the Subcontractor, the Contractor's Employees and the Subcontractor's Employees and all other persons or entities employed (engaged) by the Contractor under any legal basis, and not included in the above categories. Wherever the Agreement refers to requirements and responsibilities pertaining to the Contractor's Employees or the Subcontractor's Employees, these shall apply accordingly to the aforesaid persons/entities. The Contractor shall be liable for compliance with said rules and regulations by all the above-mentioned categories of persons/entities in the same way as for its own actions and omissions. Whenever the Agreement refers to a specific responsibility of a Subcontractor, the Contractor shall also be liable for its performance.
9. The Contractor shall ensure that all Contractor's Employees and Subcontractor's Employees:
  - a) are duly familiarised with the procedures, instructions, rules and regulations to be adhered to on the Premises of the Company and applicable to the types of works to be done, including the provisions of the Agreement, and that they act in compliance therewith,
  - b) have received a set of rules of conduct on the Premises of the Company (in a language they understand) and abide by them,
  - c) **have confirmed in writing that they read and understood the aforesaid documents (procedures, instructions, regulations, rules, Agreement, etc.).**
10. The Contractor must ensure that all Contractor's Employees and Subcontractor's Employees understand the hazards involved in the activities they perform on the Premises of the Company and that they are familiar with the job risk assessment and HIRA assessment carried out for the works involved in performance of the services. The Contractor shall in particular ensure that all users and operators of the equipment, including the equipment owned by the Contractor, are trained on the operation thereof and hold the required qualifications. With respect to equipment that belongs to the Company, they should also hold the required Authorisations for third party employees.
11. The Contractor shall inform all persons it engages to perform the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., including the Subcontractor, the Contractor's Employees and the Subcontractor's Employees, about hazards posed by chemicals and other hazardous substances in their place of work, before they commence their work. The Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees may bring chemical substances and mixtures to the premises of the Company only after the Contractor has provided the Company with material safety data sheets for such hazardous substances and has obtained its consent to bring the same to the Premises of the Company.
12. ArcelorMittal Poland S.A. forbids bringing chemical substances and mixtures to the Premises of the Company without its knowledge and consent.
13. Transportation of hazardous substances brought to the premises of the Company must be made in observance of the requirements specified in the relevant safety data sheets.
14. Repackaging of chemical substances is only possible in places designated to this end by the Company, to dedicated containers adequately labelled. Pouring, storage and bringing chemical substances and mixtures in packages other than intended for this purpose, in particular in food





product packaging or packaging shaped in a way which resembles food product packaging is prohibited.

15. The Contractor must ensure that works which require a relevant order (both oral and written) or works which require permits from the Company shall not commence until such orders/permits have been issued. Additionally, work will only be done at the time and on conditions specified in the relevant order/permit.
16. Before commencement of work on the Premises of ArcelorMittal Poland S.A., the Contractor's Employees / Subcontractor's Employees must be familiarised with the documents of integrated management systems applicable on the given premises, provided by the person responsible on behalf of ArcelorMittal Poland S.A., i.e.:
  - List of potential failures,
  - Card of operational control for significant environmental aspects
  - Card of operational control for significant energy use
  - Operational control card with significant hazards
17. The Contractor shall perform its work so as not to disturb and hinder the work carried out in the Company. If such disturbance cannot be avoided, the Contractor shall notify the Company thereof in writing before commencing such works.
18. The Contractor must define its own H&S rules and regulations and ensure compliance therewith, also by its Subcontractors, so that the requirements of the Agreement are satisfied.
19. If foreigners are employed (engaged), the Contractor must provide, at its own expense, a translator/interpreter proficient in the language of the Contractor, Subcontractors and their employees and Polish, who is also familiar with the specialized technical aspects of the work performed. The translator/interpreter should remain at the Company's disposal throughout the period of work on the premises of ArcelorMittal Poland S.A., i.e. during all design/construction works on the construction / repair site etc., as well as during meetings, training, examinations, inspections, the procedure of admission to perform works, familiarisation with documents (e.g. Instructions, HIRA, orders/permits, etc.). The Contractor shall, at its own expense, prepare the required documentation in Polish and its translation to the language used by its employees, Subcontractors and their employees and ensure high quality of the translation.
20. Employees must be employed in observance of the requirements of applicable laws.
21. A third party, including the Contractor and the Subcontractor, must not employ an employee of ArcelorMittal Poland S.A. under any legal basis so that he/she could perform work on the Premises of ArcelorMittal Poland S.A. or for ArcelorMittal Poland S.A. If cases of such employment are identified, the employing entity shall incur the entire liability, which includes the liability stipulated herein, and shall be obliged to reimburse ArcelorMittal Poland S.A. for all costs, fines and penalties (which includes social and health insurance contributions) imposed by state authorities in connection with such employment.
22. If natural persons are employed on a basis other than an employment contract, or if sole traders are engaged, the Contractors must ensure safe and healthy conditions of work and performance of the tasks thus implemented, as well as safe and healthy conditions of practical classes held on the Premises of the Company for students and apprentices who are not their employees. If works are done in a place which is accessible for persons who do not participate in the process of work or performance of the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., the Contractors shall apply measures required to protect life and health of such persons. In particular, the Contractors shall be liable for the occupational safety and health during performance of the task. The scope of the employer's liability shall not be affected by the employees' responsibilities in the area of occupational safety and health, and by the fact that safety and health tasks are contracted to external experts, as referred to in Art. 237<sup>11</sup> §2 of the Labour Code.

## **Article 2. Notification**

1. Irrespective of the responsibilities under the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A., the Contractor shall approach a representative of ArcelorMittal Poland S.A. identified in the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. promptly after receiving an order for work on the Premises of ArcelorMittal Poland S.A. in order to, among other things, determine which documents the Company expects to receive and the deadlines for their submission.

## **Article 3. Guarantee of compliance with the agreed rules**

1. The Contractor declares that it agrees with the conditions of the Agreement and all appendices hereto, as well as with the Company's internal bylaws and procedures applicable to the scope of the service/work provided. Additionally, the Contractor confirms that it is familiar with said regulations and undertakes to adhere to them unconditionally, under the sanction of full legal liability, including liability for compensation.
2. The Contractor confirms that by the force of this Agreement, it assumes full liability for the matters of health and safety during the works the Contractor performs on the Premises of the Company, and that it is liable to the Company for its Subcontractors in the same way as for its own actions and omissions. This means in particular that if the Contractor infringes the occupational health and safety regulations or if it neglects the obligation described below, the Contractor shall be fully liable to the aggrieved party for such action or omission. If accidents occur on the Premises of the Company as a result of the actions and omission referred to in the previous sentence, the Contractor shall repair the entire damage suffered by the Company in connection with the Contractor's breach or negligence.
3. The Contractor shall ensure that the life, health and property of the persons staying on the Premises of the Company, including the Company's employees, the Contractor's Employees and the Subcontractor's Employees are not at risk by inappropriate conduct or activity of the Contractor, Subcontractor, the Contractor's Employees, and the Subcontractor's Employees in the place of work, services or activities. If the Contractor finds out that any occupational health and safety requirements are not complied with by the Company on the Premises of the Company, within the scope of the works, services or activities performed by it or its Subcontractors for the Company or in the place of their performance, it shall promptly, but no later than within maximum 3 days notify the Company thereof, and if a risk to lives and health of the Contractor's Employees or Subcontractor's Employees or other persons occur - it shall immediately abstain from work, services or activities to an extent and in the place where such risks to life or health of their respective Employees or other persons occur, and notify the Company thereof at the same time.

## **Article 4. Appointment of Responsible Persons, Training, Checks, Qualifications and Verification**

1. The Contractor appoints a Work Manager in writing, or, if the law so requires - the Site Manager responsible for work organisation and safety. Each such person must have the knowledge, skills, licenses and qualifications as well as sufficient experience to do the work. She or he must also hold valid H&S training certificates in respect of the work she or he will be responsible for.
2. The Contractor shall appoint a person to perform continuous and actual supervision, who will not be responsible for any other work, and who shall continuously supervise the manner of safe work performance.
3. The Work/Site Manager shall be responsible for all Contractor's works, including all actions and omissions of the Subcontractors within the scope of the Agreement.





4. If the Work/Site Manager or the person appointed to perform continuous actual supervision is absent, the Contractor shall appoint in writing a qualified replacement to perform their responsibilities and to satisfy all the above-mentioned requirements.
5. The Contractor's and Subcontractor's Employees must have valid training, medical check-ups and qualifications adequate to the activities they perform within the scope of the tasks that have been ordered. The specific qualifications and licenses to be held are defined in the applicable legislation.
6. Employees of the H&S Office and representatives of ArcelorMittal Poland S.A. may request that the Contractor provide the relevant documents. The documents for verification and inspection must always be available within the area of work.
7. During works, the Contractor must hold and, if requested, deliver to the Company, a valid certificate confirming additional qualifications of its personnel and the Subcontractor's personnel. If any of the certificates becomes void during the effective term of the Agreement, the Contractor shall promptly provide a new and valid certificate, and until such a valid certificate is provided, the Contractor must not entrust work to the Contractor's employee or to the Subcontractor's employee whose qualification certificate has expired.

The Company does not allow and does not agree to allow a person having no valid certificate or relevant qualifications to perform a specific activity to work on the Premises of the Company. All qualifications of an employee must be recorded in his/her Passport/Personal Pass in the form of an electronic access card.

8. The Contractor shall ensure that all Contractor's Employees and all Subcontractor's Employees participating in works and supervising them have passed a test verifying their knowledge of basic H&S Rules and Regulations adopted by ArcelorMittal Poland S.A., administered by the H&S Office.
9. To enrol for the test, visit [www.poland.arcelormittal.com](http://www.poland.arcelormittal.com): "Contractor Zone", "enrolment for examination" application. Enrolment for the examination and downloading the training materials for employees shall be made sufficiently in advance.
10. A positive result of the test shall be certified by the H&S Office in the employee's Passport(s) and in the "enrolment for examination" application, which is a precondition for issuance of the Pass to enter the Premises of the Company. To be allowed to take the H&S examination and to obtain a certificate confirming that the examination has been passed, the Passport form must be completed accurately (personal details and position of the Employee, name, tax ID number and official seal of the employer, validity of medical check-ups including ability to perform work at height, and other works posing particular danger as well as the employee's qualifications), and the Employee's required details and company details must be updated by the Contractor in the "enrolment for examination" application under the tag: "Contractor Zone", and the formalities related to Access Control System must be satisfied (for locations covered by this system) as described in the internal documents of the company concerning the access pass system, available online (Contractor Zone).

In the absence of confirmation of medical check-up by the occupational medicine doctor, these checks shall be confirmed in the Passport on the basis of the medical certificate by the Contractor by entering the validity date, the stamp and legible signature. This certificate must be attached to the Passport. If work is done by a foreigner the medical certificate in a language different than Polish must be translated and the supervisor of the work must write a statement that the translation is true and the employees are capable of performing the work. Said documents should be enclosed with the Passport and the validity of the medical checks recorded in the Passport must be consistent with the certificate provided by the supervisor and confirmed with his seal and legible signature.

The H&S examination shall be valid for a period of 3 years. The H&S Examination may be entered in a new Passport if, e.g., the employer changes, or the Passport is lost/destroyed during the term of its validity. A passport which is no longer valid shall be returned to the H&S Office.

11. The Company reserves the right for its H&S Office to conduct training to prepare for the test.





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12. It is not acceptable for the Company to consider the training referred to in acts 10 and 11 as the preliminary H&S training. The occupational health and safety training required by the law is the Employer's legal responsibility.
13. All Contractor's Employees and Subcontractor's Employees must hold Passports/Personal Passes in the form of an electronic access card with them and present them at each request from ArcelorMittal Poland S.A.'s employees. If they fail to do so, they shall be removed from the Premises of the Company. All negative consequences of such removal shall encumber the Contractor or the Subcontractor, as appropriate.

#### **Article 5. Waiver of H&S Examination and the requirement to hold a Passport**

1. The following persons are not obliged to pass the H&S examination, and consequently, to hold the Passport:
  - Employees of the subsidiaries in which ArcelorMittal Poland S.A. holds at least 50% of shares, however, the rules contained herein shall be unconditionally applicable to such employees. The subsidiaries shall act on behalf of ArcelorMittal Poland S.A. with respect to their Contractors and represent ArcelorMittal Poland's standpoint presented in the Agreement (among other things, they collect Passports for them, monitor their issuance to their Contractor's employees).
  - The personnel of external inspection bodies: State Labour Inspection (PIP), State Sanitary Inspection (PIS), the Office of Technical Inspection (UDT), etc.
  - The personnel of companies which provide security services based on a contract concluded with the Company.
  - The personnel of companies which perform a one-day repair/maintenance service for equipment, machines, technical emergency service, office building maintenance works, etc. which are done on the premises of ArcelorMittal Poland S.A. - in this case an employee appointed by ArcelorMittal Poland S.A. must take constant care of such personnel.
  - The personnel of companies which do not provide work directly on the Premises of ArcelorMittal Poland S.A. and who periodically inspect the works done, e.g. President of the firm, company owner, or employees of companies performing one-day subcontracted services (e.g. hoisting services, measuring services, etc.) after a written waiver has been obtained from the H&S Office. The decision concerning the waiver shall be taken by an appointed H&S Office employee (the information about the consent is sent by the firm to the Security Office).
  - The personnel cleaning the shop floor and administration buildings and the catering providers, but in this case a Facility Hand-over Form or a relevant memo must be made, to establish the conditions of such a waiver. Such a document must be approved by the H&S Office. The notifications may be made for the entire period of work in a given facility as provided for in the contract (e.g. year, quarter, month). Such persons must be familiar with the hazards present in a given area.

#### **Article 6. Regulations, Discipline, Sanctions and Contractual Penalties**

1. The Contractor is obliged to ensure that all activities are performed under strict supervision. All hazardous, informal and risky practices during performance of any activity, as well as practices which are non-compliant with the procedures shall be strictly prohibited. The Contractor shall ensure discipline in respect of the occupational safety and health and shall draw consequences if a Contractor's Employee, a Subcontractor or a Subcontractor's Employee does not abide by the rules,





regulations and provisions of this Agreement, the Company's internal bylaws as well as provisions of commonly applicable laws.

2. The Contractor shall ensure that all dangerous situations, hazards and near misses in the place of Work performed on the Premises of ArcelorMittal Poland S.A. are reported by the Contractor's Employees or Subcontractor's Employees to their respective supervisors immediately when noticed. The Contractor shall promptly inform representatives of the Company about the foregoing.
3. If the Company finds that H&S Rules and Regulations are not complied with, the Company shall be entitled to suspend the activities performed on the Premises of the Company by the Contractor's Employees or Subcontractor's Employees or suspend all or some of the Work on the Premises of ArcelorMittal Poland S.A. performed by the Contractor. Suspension of such activities shall be made in writing with indication of the cause thereof and justification of the suspension, while the Contractor must be informed thereof at the same time (entry in the HandS system shall be deemed equivalent to written form). The work may be resumed only after the cause has been eliminated and a permit of the Company's representative has been given. Appeal against the decision to suspend work shall not release the Contractor from the obligation to suspend work.
4. The Company shall be entitled to ban work on the Premises of the Company by the Contractor's Employees or Subcontractor's Employees who fail to comply with the H&S Rules and Regulations. All negative consequences of such a ban shall encumber the Contractor, and in the event of gross or persistent infringements - also the Subcontractor. Removing an employee shall be without prejudice to applying other sanctions against the Contractor, as described in this Article of the Agreement.
5. The Contractor and its Subcontractor shall be subject to continuous control and assessment of compliance with the H&S Rules and Regulations on the premises of ArcelorMittal Poland S.A. The employees of H&S Office and each of the employees of ArcelorMittal Poland S.A. responsible for monitoring the advancement of work done by the Contractor shall be entitled to perform safety visits/audits on site. At the request of the Company's representative, the Contractors shall provide access to documents concerning the scope of the inspection and the equipment, tools, protection equipment, etc.

Non-compliance and strengths are notified via HandS. Non-compliance registered in HandS is the basis for imposing contractual penalties and disciplinary measures. The Contractor is informed electronically to the email address provided to the Company and shall immediately prepare an action plan and take actions to remove the non-compliance and to ensure that the event does not re-occur in the future. The Contractor shall inform the person indicated in the email - the person responsible for the area or work on behalf of ArcelorMittal Poland S.A. and a representative of the Company's H&S Office, if explicitly requested to do so, about the actions taken. The fact that there is no information or objections from the Company and no response or some response to the Contractor's information concerning the non-compliance indicated by the Company shall not release the Contractor from liability to the Company or third parties, resulting from or connected with a violation of the H&S Rules and Regulations.

6. When the Contractor, the Subcontractor, the Contractor's Employees or the Subcontractor's Employees or any other persons for whom the Contractor or the Subcontractor are responsible are found to have been in breach of the H&S Rules and Regulations, the Company shall be entitled to apply the following measures, either jointly or separately:
  - request that the Contractor eliminate the nonconformity,
  - suspend the Work on the Premises of ArcelorMittal Poland S.A. in the area subject to infringement of the H&S Rules and Regulations, until the nonconformity has been eliminated, with the Contractor having no right to pursue any claims from ArcelorMittal Poland S.A.,
  - demand that the Contractor, as a precondition for resuming the works, increase supervision of the Contractor's Employees and the Subcontractor's Employees in particular by providing, at its own expense, additional personnel having the relevant qualifications and knowledge to act as supervisors, and additional H&S staff (having the qualifications required by the law),





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- impose contractual penalties and disciplinary measures according to Appendix 2 - Penalty List, if the infringements identified therein occur,
  - temporarily suspend cooperation (new orders, enquiries, subcontracts) for a period of up to 6 months after the Management Committee of the Company have adopted the relevant decision (entering the Contractor in the black list of ArcelorMittal Poland S.A.) in the event of recurrent serious violation of the H&S Rules and Regulations or if a fatal, major or serious accident occurs.
  - perform a third party audit (an audit by an external firm - at the discretion of ArcelorMittal Poland S.A.) also in the Contractor's registered place of business, at the Contractor's expense,
  - terminate the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. without the notice period, or
  - withdraw from the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A.. The right to withdraw may be exercised until the date provided for in the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. as the date of completion of all works specified in the contract + 1 month,
  - claim any damages from the Contractor, which includes the costs of work stoppage, the costs of cleaning the premises of ArcelorMittal Poland S.A., the costs of delay or stoppage of production or other environmental costs, according to the rules laid down in the Civil Code,
7. The above rights are additional to the rights stipulated in the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A..
  8. The Contractor agrees to provide by the representative of the organizational unit responsible for purchasing in the Company with its current email address to which information concerning the H&S violations will be sent.
  9. The assessment resulting from the above audits shall be taken into account in the periodic assessment of compliance with the provisions of this Agreement and compliance with the H&S Rules and Regulations.
  10. Failure to pay the contractual penalty may be the basis for termination of the relevant Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. by the Company without the notice period. In this case it is assumed that termination of the relevant Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. occurred solely by the fault of the Contractor.
  11. Payment of any contractual penalty shall be without prejudice to the right to claim additional compensation according to general rules (in an amount exceeding the penalties stipulated in the agreement).
  12. The contractual penalty shall be imposed on the Contractor through issuance of a relevant debit note by the Company. The payment term for the penalty shall be 14 days from issuance of the note.
  13. After the temporary suspension of cooperation ends, the Contractor may apply for being removed from the so called black list of ArcelorMittal Poland S.A., after it has completed the following procedure:
    - a) Preparation of information about the measures taken by the Contractor or measures it has agreed to take to prevent further infringement of the H&S. The information should include the Contractor Management Board's (Owner's) actions concerning:
      - solution of the problem of the specific violation,
      - involvement of the management in H&S improvement during work done on the premises of the Company
    - b) Presentation of the Information after consultation with the Company's H&S Director during a meeting with the Management Committee of ArcelorMittal Poland S.A.





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14. Based on the above Information, a decision will be taken to resume or not to resume cooperation with the Contractor, as well as the conditions of resuming the cooperation (to be construed as the occupational safety and health requirements).
15. The Contractor shall be informed about the decisions of the Management Committee of ArcelorMittal Poland S.A. in writing by the representative of the organizational unit responsible for purchasing in the Company promptly after such a decision has been taken.

#### **Article 7. Cooperation**

1. The Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees are obliged to cooperate in providing any information if and when the Company wants to be provided with information about safety at work as well as copies of documents such as:
  - results (reports, etc.) from internal inspections and audits;
  - results (reports, etc.) from inspections carried out by external bodies;
  - corrective and preventive actions resulting from the above inspections
2. Regardless to the above provisions, the Contractor and the Subcontractor shall provide the Company, at its request, with all inspection certificates and control logs concerning the equipment owned by the Contractor and Subcontractor, used for the purpose of the works done on the Premises of the Company. The Contractor and the Subcontractor shall provide the Company with a statement concerning the technical efficiency of the equipment.
3. To fulfil cooperation obligation, the Contractor and the Subcontractor shall ensure personal data protection, as required by the applicable regulations.

#### **Article 8. General rules for entry to/exit from and stay on the Premises of the Company by Contractor's Employees**

1. The Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees may enter and exit the Company's Premises only through the gate, and/or check points indicated by the Company.
2. Each Employee of the Contractor and of the Subcontractor must hold a valid personal pass which is the basis for entry to the Premises of ArcelorMittal Poland S.A.. Upon presentation of the pass, the staff of the security companies are entitled to demand presentation of an identity document (including identity details and a photograph).
3. The Contractor must ensure that the entire equipment brought to the Premises of the Company by the Contractor, the Subcontractor, the Contractor's Employee and the Subcontractor's Employee is recorded at the gate (gates) and/or check point(s). Failure to abide by the above regulations may lead to refusal of consent to take the equipment from the Premises of the Company.

#### **Article 9. Procedure in the event of an accident at work, reporting accidents at work, near misses and investigations**

1. If an accident at work occurs, the Contractor shall:
  - promptly provide aid to the person who suffered in the accident,
  - call for rescue,
  - secure the place of the accident against unauthorised access and the possibility to unnecessarily activate machines and technical equipment which was stopped in connection with the accident.

It is prohibited to relocate the machines and equipment and other objects which caused the accident. Relocation is only permitted if necessary to rescue people, property or prevent danger.



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NOTE: Delaying the call for rescue services (the ambulance, fire brigade, gas emergency services) due to e.g. the need to inform other contractor's personnel in the first place is PROHIBITED. Each such situation shall be treated as a serious violation of the rules adopted by ArcelorMittal Poland S.A..

2. Each accident at work and each event which caused or may have caused an injury or financial loss, including work stoppage, must be immediately reported to:
  - The Contractor's H&S Supervisor (as stipulated in this Agreement);
  - The Person Responsible on behalf of ArcelorMittal Poland S.A. (as stipulated in this Agreement);
  - The Company's H&S Office.
3. The Contractor must provide all the required information concerning the accident at work to the Company's H&S Employee who writes a "Safety Alert" in the HandS system.
4. To determine the causes and circumstances of an accident at work and a near miss, at each request of the Company, complete and reliable information must be provided about the accident and the event which caused or may have caused an injury or financial loss, including work stoppage. Preventive actions must be taken to avoid similar accidents and occurrences. Within maximum 7 days of the end of the accident investigation, the Company must be provided with a certified true copy of the accident protocol by the Contractor (while ensuring the protection of personal data in accordance with applicable requirements).
5. If the State Labour Inspection was notified about the event, the Company's H&S Office must be promptly notified thereof. Within 7 days of signing the State Labour Inspection Report, a copy thereof with attachments must be provided to the H&S Office, certified true copy by the Contractor (while ensuring the protection of personal data in accordance with applicable requirements).
6. The circumstances and causes of the accident shall be determined in the presence of representatives of the Company's H&S Office.
7. The Contractor shall ensure that the employees involved in the accident or near miss are represented in the team appointed by ArcelorMittal Poland S.A. to analyse the circumstances and causes of the incident, and that preventive actions, persons responsible for their implementation and deadlines for implementation are presented; it shall also inform the Company's H&S Office about the aforementioned actions status of implementation.
8. Each Contractor shall provide the Company's H&S Office with statistical safety data by the seventh working day of the following month for the preceding month. The statistics for the preceding month should include:
  - the number of working hours done on the premises of ArcelorMittal Poland S.A. (worked by the Contractor and its Subcontractors);
  - the total number of accidents at work (suffered by the Contractor and its Subcontractors) which occurred on the premises of ArcelorMittal Poland S.A. of which:
    - the number of accidents resulting in lost time injury,
    - the number of days lost (sick leave) resulting from accidents at work in a month.
9. Notification of an accident at work shall not release the Contractor from the obligation to carry out an accident investigation as required by the law.
10. If, as a result of an analysis of causes of the accident at work, the Contractor, the Subcontractor, the Contractor's Employees or the Subcontractor's Employees are found to have committed a violation of the duties resulting from this Agreement, the Contractor shall indemnify the Company for all the costs the Company is charged with or incurs in connection with the violation or in connection with the accident (if the violation was connected with the accident).



#### **Article 10. Subcontracting**

1. The Contractor shall notify and obtain the consent of the organizational unit responsible for purchasing in the Company to employ Subcontractors, unless the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. explicitly provides otherwise. If the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. contains no provisions explicitly defining this issue (e.g. explicitly limiting the Contractor's use of subcontracting), this Agreement shall apply.
2. The Contractor shall limit subcontracting, which means that the Contractor may use only one Subcontractor (n-1) in a given discipline (e.g. civil works, electrical works, ground works, IT infrastructure, etc.) to perform the Work on the Premises of ArcelorMittal Poland S.A. This restriction shall not apply to suppliers of materials, parts, equipment, etc. unless such suppliers provide works/activities on the Premises of ArcelorMittal Poland S.A. which may classify them as Subcontractors (e.g. they perform assembly or construction works in addition to unloading). The Subcontractor shall not subcontract work, which means that the Subcontractor may not use another Subcontractor to perform the Work on the Premises of the Company.
3. In subcontracts, the Contractor shall include an explicit ban on contracting all or some work to another entity.
4. All deviations from the rules laid down in the above sections of this Article, in particular subcontracting to another level (n-2) with respect to specialised work or work which requires specialised equipment, shall require written consent of the Managing Director (COO) of the area in which the work is done, and of:
  - the Engineering Director - for projects implemented within the framework of investment expenditure,
  - the Centralized Maintenance Director - for overhauls.

Additionally, to obtain the consent, the Contractor is required to prepare the HIRA for works planned to be done by an additional line of subcontractors, including risks resulting from this fact. The HIRA must be accepted by the Company's H&S Director or by a persons nominated by the Director and approved by the above persons.

The aforesaid consent must not be treated as consent within the meaning of Article 647(1) §3 of the Civil Code.

5. The written consent for subcontracting must be presented to the Company's representative.

#### **Article 11. First Aid and Medical Aid**

1. Each Contractor shall:
  - have the required number of Employees authorised to provide first aid, who are actually skilled in this respect,
  - have the required number of duly equipped first aid kits,
  - ensure that the Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees are aware of the emergency phone numbers in the Company as well as the contact points/landmarks in the Company.
2. The use of a first aid kit by persons trained in this respect is unlimited - the fact of using it should be recorded in the relevant register maintained by the Contractor, and notified to a Representative of ArcelorMittal Poland S.A..
3. Each first aid kit should contain a list of persons trained on first aid, and the persons should be identified (bear a relevant identifier), as required.
4. Medical aid (especially calling for an ambulance) to be made according to the emergency instructions and cards adopted by each site of ArcelorMittal Poland S.A..

5. Each person who suffered in an accident should be provided with first aid.

#### **Article 12. Prevention of Damage, Environmental Protection**

1. The Contractor shall ensure that the Contractor, Subcontractor, the Contractor's Employees and the Subcontractor's Employees do not engage in any activity which may pose a threat to the natural environment or which may cause a problem to the Company and/or its surroundings.
2. In connection with their business activity, the Contractors shall:
  - possess the required permits to use the environment in the scope of conducted activity;
  - apply the best available environmental protection techniques;
  - manage waste generated as a result of operating on the Premises of the Company, in accordance with the provisions of the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. and the applicable law;
  - comply with the rules of segregation and proper storage of waste, keep records of waste and waste disposal / management on an ongoing basis and in accordance with the law;
  - provide ArcelorMittal Poland S.A. with information on all aspects of the environment related to the activities conducted in the scope of agreements executed with the Company;
  - minimize the impact of the conducted activities on the environment.
3. In case of pollution of the environment by the Contractor or suspicion of such possibility, ArcelorMittal Poland S.A. has the right to immediately enforce from the Contractor the removal of pollution, terminate work that could lead to environmental pollution, and order the restoration of the environment to its original state. In the above situations, the Contractor also bears full liability for damages against the Company and / or third parties.
4. The Contractor is obliged to provide the Company with information on the weight of waste generated in the Premises of the Company, with division into the type of waste, the place of waste generation and the manner of waste management (disposal or recovery).

NOTE: Chemicals must never be released to the sewage system!

#### **Article 13. Liability**

1. The Contractor shall be liable in contract and in tort for damage caused by the actions of the Contractor's Employees, Subcontractors, and Subcontractor's Employees, as well as other persons engaged by the Contractor to perform its obligations, in the same way as for its actions and omissions.
2. If damage is discovered, ArcelorMittal Poland S.A. reserves the right to take all measures provided for in the law to reveal the damage, determine its value, identify the persons responsible for the damage and to pursue the claim for its redress according to the civil or criminal law.

#### **Article 14. Bringing, possessing, attempted entry or staying under the influence of alcohol, drugs or other intoxicating agents, psychotropic agents, new addictive agents and precursors and consequences thereof**

1. The Company unconditionally prohibits (respectively) bringing, possessing, attempting or staying any person under the influence of alcohol, intoxicants, psychotropic agents, preparations, new intoxicating agents, precursors or new psychoactive substances within the meaning of the act on counteracting drug addiction, on the Premises of the Company. Each person suspected of possessing or being under the influence of alcohol or the above-mentioned agents and substances shall be banned from entering the Premises of the Company or shall be immediately removed from the Premises of the Company. A person who must take medications or other medicinal products (in particular







preparations within the meaning of the Act on counteracting drug addiction) shall notify the relevant responsible person of this fact and of the side effects of such medications before entering the Premises of the Company.

2. The Contractor shall be subject to the contractual penalties defined in the Penalty List under Appendix 2 to this Agreement for each case of bringing, having, attempted entry of Contractor's Employee (or Subcontractor or Subcontractor's Employee) and for each situation where the Contractor's Employee (or a Subcontractor's Employee) stays on the Premises of the Company under the influence of alcohol, intoxicants, psychotropic agents, preparations, new intoxicating agents, precursors or new psychoactive substances within the meaning of the act on counteracting drug addiction.

The term "under the influence of alcohol" shall be construed to mean a situation where the alcohol content in the body or the breath alcohol level is  $\geq 0.1 \text{ mg/dm}^3$  (blood alcohol concentration  $\geq 0.2\%$ ).

An Employee who is found to have alcohol content in the body or to have breath alcohol level:

- $\geq 0.25 \text{ mg/dm}^3$  (Blood alcohol concentration  $\geq 0.5\%$ ) shall be banned perpetually and irrevocably from entering the premises of the Company;
  - the breath alcohol level in the range  $< 0.25 \text{ mg/dm}^3$  and  $\geq 0.1 \text{ mg/dm}^3$  (Blood alcohol concentration  $< 0.5\%$ , and  $\geq 0.2\%$ ) - the employee is also banned from entering the premises of the Company, but after 1 year the Management of the external company may apply to the Head of Security of ArcelorMittal Poland S.A. for granting the right for such a person to enter the premises of the Company.
3. Apart from the penalties provided for in Appendix 2 (the list of penalties to be imposed for infringement of the above rules) the Contractor shall be obliged to:
    - prepare and send to the Head of Security a plan of actions to be taken to avoid such events in the future - first incident,
    - make a presentation at a meeting with representatives of ArcelorMittal Poland S.A. (Head of Security, H&S Director) of an action plan and the status of its implementation (own control system) - second incident\*,
    - make a presentation at a meeting with representatives of ArcelorMittal Poland S.A. (Head of Security, H&S Director; Managing Director (COO), a representative of the organizational unit responsible for purchasing in the Company) of an analysis of efficiency of the control system operation and efficiency of the corrective action plan - third incident\*,
    - present to the Management Committee of ArcelorMittal Poland S.A. through the President/Director of the firm (or Managing Director (COO) of the Company after prior meeting with the President/Director of the firm) the control system in place and the status of corrective actions taken. After the actions presented by the firm are assessed and the Contractor is assessed in terms of compliance with the H&S Rules and Regulations based on HandS, the Company will be entitled to temporarily suspend cooperation with the Contractor (an entry in the so called black list of ArcelorMittal Poland S.A.) - fourth and each subsequent incident\*.
  - \* incidents are counted over the period of 12 months from the first occurrence.
  4. Temporary suspension of cooperation with the Contractor referred to in the above section may be made for a period of up to 6 months (at the discretion of ArcelorMittal Poland S.A.), which means that ArcelorMittal Poland S.A. does not send new enquiries or new offers of cooperation to the Contractor and it does not engage in any negotiations of new cooperation.
  5. After the period of temporary suspension of cooperation ends, the Contractor may apply for being removed from the so called black list of ArcelorMittal Poland S.A., after it has demonstrated at a meeting with the Company's representatives (Head of Security; H&S Director; Managing Director (COO), a representative of the organizational unit responsible for purchasing in the Company) that the created system has been effectively improved.



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6. Based on the above meeting and discussion during the meeting with the Management Committee of ArcelorMittal Poland S.A. a decision will be taken to resume or not to resume cooperation with the Contractor, as well as the conditions of resuming the cooperation (to be construed as the occupational safety and health requirements).
7. The Contractor shall be informed about the decisions of the Management Committee of ArcelorMittal Poland S.A. in writing by the organizational unit responsible for purchasing in the Company promptly after such decisions have been taken.

#### **Article 15. Personal protective equipment (PPE)**

1. The Contractor must ensure that the Contractor's Employees and the Subcontractor's Employees are provided free of charge with personal protective equipment which guards them against hazardous and dangerous factors, and must instruct the employees on the manner of using this equipment. The Contractor shall ensure that the PPE has the protective qualities and usability, as well as the required certificates, and that it is not past the useful life date. The Contractor shall not permit the Contractor's Employees and the Subcontractor's Employees to do work without the personal protective equipment dedicated to a specific workstation or type of work.
2. During work on the Premises of ArcelorMittal Poland S.A. it is mandatory to wear safety boots with protective toe-caps, helmets with at least three-point chin straps and protective goggles.
3. The Contractor must provide access to spare personal protective equipment for the Contractor's Employees and the Subcontractor's Employees in the event of its damage, destruction or theft, etc.
4. Given the internal standards adopted by ArcelorMittal Poland S.A. and to differentiate the Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees, the working clothes must bear the name of the firm doing the work. The colours of the working clothes/protective clothes must not be the same or very similar to the clothes used by ArcelorMittal Poland S.A.. The working/protective clothes are to clearly differentiate the Contractor's Employees, and the Subcontractor's Employees from the Company's Employees. **Moreover, the working clothes must be provided with reflective items as required by the Company (a safety vest is permitted, if it poses no danger to the employee).**
5. Working clothes of ArcelorMittal Poland S.A. must not be used without the consent of the Company.

#### **Article 16. Goods, Machines, Equipment**

1. The Contractor must ensure and declares that the Contractor's and Subcontractor's equipment brought to the Premises of the Company is in due technical condition, adequate to the work for which it is intended to be used, meets the requirements of the applicable regulations and has been notified in line with the Company's current regulations.
2. Motor vehicles, including fork-lift trucks, bulldozers, cranes, lifts etc. shall be used by trained personnel holding the required qualifications/licenses.
3. The Contractor shall be responsible for taking the necessary steps to ensure compliance with all requirements concerning objects or substances brought to or installed within the site of works/services/activities, or produced, sold, delivered to/for the Company. Additionally, these shall be safe and pose no threat to health or safety if properly used.

#### **Article 17. Ban on the Use of the Company's Equipment**

1. The Contractor confirms that the Contractor, the Subcontractor, the Contractor's Employees and the Subcontractor's Employees may not use any materials, machines, tools, equipment or other devices which belong to the Company without the Company's written consent. The consent to use materials, machines, tools, equipment or other devices which belong to ArcelorMittal Poland S.A. is given by the





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person responsible/managing on behalf of ArcelorMittal Poland S.A.. After the consent is obtained, the Contractor must ensure that only authorised personnel have access to and use the same for the intended purpose.

2. The permit to operate machines, etc. is given to a named person, after his/her relevant qualifications have been presented.
3. The materials, machines, tools, equipment or other devices are used at the Contractor's responsibility.

#### **Article 18. Transport**

1. The Contractor ensures that:
  - all road vehicles used for the work are in good condition, have valid technical check and meet other requirements of the law and are insured,
  - all drivers/operators have valid and adequate driver license,
  - the employees of transport companies (drivers) engaged by them are provided with safety shoes with protective toe caps, helmets with three or four-point chin straps, safety goggles, hearing protection and safety vests.
2. All drivers must abide by the rules and regulations to be followed on the Premises of the Company within the scope of their respective tasks.

#### **Article 19. Confidentiality**

1. The Contractor agrees to treat all information acquired in the course of work on the premises of the Company as business secret which is legally protected and which is an intangible asset of ArcelorMittal Poland S.A., under the sanction of liability for compensation.
2. No photographs shall be taken or films made on the Premises of ArcelorMittal Poland S.A. without written consent of the Company.

#### **Article 20. Explanations and Liability Clause**

1. If the Contractor or the Subcontractor is not in a position to fulfil any of the provisions of this Agreement, it shall promptly contact the Company before commencement of work. The fact of commencing work on the Premises of ArcelorMittal Poland S.A. shall be deemed to mean that the Contractor raises no doubts as to the scope of its obligations hereunder.
2. If the Company exercises any of its rights under this Agreement, in particular if it bans temporarily or permanently a Contractor, a Subcontractor, a Contractor's Employee or a Subcontractor's Employee from work, removes them from the Premises of the Company or prohibits entry of such a person to the Premises of the Company, orders discontinuation of work or takes additional measures intended to improve safety and health, the Contractor (or respectively - the Subcontractor) may not refer to this fact to justify any delay, non-performance or undue performance of the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A. concluded with the Company. All negative consequences of this situation shall be incurred by the Contractor (or respectively - the Subcontractor) only. For this reason, the Contractor (respectively - the Subcontractor) may not make any claims against the Company.

#### **Article 21. Effective Term of the Agreement**

1. This Agreement is made for an indefinite term and may be terminated by either party subject to a 3-month notice, provided that if the Contractor terminates the Agreement during provision of any Work on the Premises of ArcelorMittal Poland S.A. this Agreement shall be terminated after accurate



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completion and settlement of all the Work, in compliance with the provisions of the Contract for Performance of Work on the Premises of ArcelorMittal Poland S.A..

2. However, the provisions of the Agreement shall survive if, after completion of Work on the Premises of ArcelorMittal Poland S.A., the Contractor is obliged to perform the obligations under the guarantee or warranty or in other situations where the Work that has been completed needs to be resumed.
3. The Contractor acknowledges that the Contractor and the Company must be effectively bound by this Agreement if any Work is to be performed on the Premises of ArcelorMittal Poland S.A..

#### **Article 22. Miscellaneous**

1. The Agreement was made in Polish language, in two identical copies, one for each Party. If it is necessary to translate the Agreement into a foreign language, the Polish version should also be signed and attached. In the case of disputes, the Polish version of the Agreement shall be decisive.
2. The Agreement is enclosed with a Contract for Performance of Works on the Premises of ArcelorMittal Poland S.A.. Should any discrepancy exist between the provisions of the Contract for Performance of Works on the Premises of ArcelorMittal Poland S.A., and this Agreement, provisions of this Agreement shall prevail to the extent covered by the regulations of this Agreement.
3. If disputes arise out of the performance of this Agreement, the court of jurisdiction over the Company's registered office shall be competent to resolve them.
4. This Agreement shall supersede the existing Health and Safety Agreement and Contractors' Safety Manual with all appendices thereto. This Agreement applies also to Work on the Premises of ArcelorMittal Poland S.A. which, at the time of its conclusion, is in progress or has been finished (in the situation described in Article 21 (2)).

**MADE AND SIGNED IN \_\_\_\_\_ ON \_\_\_\_\_ 20\_\_\_\_**

**CONTRACTOR**

**ArcelorMittal Poland S.A.**