

## GENERAL TERMS AND CONDITIONS OF PURCHASE TATA STEEL – JULY 2019

AS FILED WITH THE CHAMBER OF COMMERCE OF AMSTERDAM UNDER NUMBER 34040331

### 1. Definitions

In these Terms and Conditions of Purchase the terms listed below have the following meaning:

GDPR: the Regulation (EU) 2016/679, including any applicable legislation implementing or supplementing the same or otherwise relating to the processing of personal data of natural persons, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities

Supplier: a party that supplies goods to Tata Steel, performs services and/or works for it or has agreed with Tata Steel to do so, or a party to which Tata Steel has granted another kind of assignment;

Agreement: any and all agreements between Tata Steel and a Supplier with respect to the purchase of goods by Tata Steel and/or the performance of work and provision of services by Supplier, in addition to any and all acts (including legal acts) that are related to the foregoing;

Written or in writing: any form of communication via post, e-mail or other form of electronic data traffic.

Tata Steel: Tata Steel IJmuiden B.V. and/or companies affiliated with it;

Sites: Tata Steel's sites.

### 2. Applicability

- (a) These General Terms and Conditions of Purchase govern any and all applications, offers, quotations, assignments, purchase orders, order confirmations, Agreements and other legal acts in respect of the goods to be delivered, services to be performed, assignments to be carried out and other work to be performed by Supplier for Tata Steel.
- (b) Any derogations from and/or supplements to these General Terms and Conditions of Purchase may be agreed only in writing and in explicit terms.
- (c) The applicability of any general terms and conditions of Supplier, however they may be named, is hereby explicitly rejected.
- (d) In the event that the content of the Agreement deviates from the content of these General Terms and Conditions of Purchase, the content of the Agreement will prevail.

### 3. Conclusion of and amendment to the Agreement

- (a) Offers, quotations, etc. that originate from Supplier are irrevocable unless it unequivocally appears from the offer, quotation, etc. that these are revocable.
- (b) An Agreement will be concluded between Tata Steel and Supplier only if Tata Steel has explicitly accepted an assignment, offer or quotation from Supplier in writing or has sent a written confirmation in that respect.
- (c) Supplier must provide or confirm any and all notifications with respect to the Agreement in writing, stating Supplier's full company name, the order number, the total price for the deliveries and the destination as indicated in the order in question. An oral order or assignment will not be binding on Tata Steel, except insofar as Tata Steel has confirmed the oral order or assignment in writing.
- (d) Any and all costs related to drawing up an offer or quotation etc. will be paid by Supplier.

### 4. Prices, invoicing and payment

- (a) All the agreed prices shall, unless agreed otherwise in writing, be inclusive of transport to the delivery address indicated by Tata Steel, including proper packaging and including any other additional costs or levies imposed by third parties or otherwise.

- (b) In the event that Supplier exercises any power to increase prices that has been agreed or that is granted to it pursuant to any legal provision, Tata Steel will be authorised to dissolve the Agreement (including these General Terms and Conditions of Purchase) without any notice of default being required and without owing any compensation in that context. Supplier will not be entitled to invoke any power to increase prices that has been agreed or that is granted to it pursuant to any legal provision, in respect of orders that have already been placed.
- (c) Supplier must send invoices to Tata Steel in a single copy made out in euros and in accordance with the rules for invoicing in the relevant EU-member state. In its invoices Supplier must indicate:
  - (i) Tata Steel's complete order number;
  - (ii) Tata Steel IJmuiden B.V.'s VAT number (NL001707371301) or the VAT number of the respective affiliate; and
  - (iii) the Supplier's VAT number.

Any invoices that are not in compliance with the foregoing requirements will not be handled and will be returned to Supplier.

- (d) In the event of the delivery of goods, an invoice must be submitted within two (2) months after the delivery. In the event of an assignment at a fixed price, Supplier must submit an invoice within two (2) months after the completion of the work and/or provision of the services, in accordance with Article 9(d) of these General Terms and Conditions of Purchase. In the event of work on a cost-plus basis, the invoices must be submitted on the basis of the agreed cost-plus, daily statements or weekly statements within two (2) months after the work has been performed. When the invoice is not submitted within ten (10) months after the end of the aforementioned two-month period, Tata Steel may refuse to pay the invoice on that basis.
- (e) Payment must be made within 60 days after the date of receipt of the invoice on the understanding that the goods that have been delivered and/or the services that have been provided and/or the work that has been performed have been approved, and any and all related documentation, including the correctly addressed and complete invoice has been received.
- (f) In the event that Supplier fails to comply with any obligation pursuant to the Agreement or these General Terms and Conditions of Purchase, or fails to do so in full, Tata Steel will be entitled to suspend the payment obligation towards Supplier.
- (g) Tata Steel is entitled at all times to set off Supplier's claims against claims, on any ground whatsoever, that it has against Supplier.
- (h) Payment made by Tata Steel does not imply any waiver of rights whatsoever.

## **5. Delivery of goods**

- (a) Goods must be delivered in the manner and at the place and time indicated in the Agreement, order, assignment or these General Terms and Conditions of Purchase. In the event that no agreements have been made in that respect, delivery must be made at the Sites in accordance with DDP (Incoterms most recent version). Delivery is also taken to include the delivery of any and all related ancillary materials and any and all related documentation.
- (b) In the event that Supplier wishes to deliver in parts, Supplier must notify Tata Steel in that respect in writing, stating the correct dates of the deliveries. Deliveries in parts will be permitted only if Supplier has received written permission to do so from Tata Steel. If permission has been granted to deliver in parts, 'delivery' will also be taken to mean a partial delivery for the purposes of the application of this Article 5.
- (c) Supplier will be in default if it exceeds an agreed term in respect of all or part of the delivery.
- (d) Without prejudice to Tata Steel's right to claim compensation of any damage that it sustains, for each week by which the term for delivery is exceeded Supplier will owe a penalty that is due on call, without any notice of default being required, equal to 1% of the amount of the order, with a maximum of 10% of the amount of the order, unless it is established that the cause of the term of delivery being exceeded was not at Supplier's risk.
- (e) A deviation in quantity is only accepted if this has been explicitly agreed upon in writing by both parties.
- (f) The delivery must be in accordance with the applicable EU directives. Supplier must comply with the following formalities for each applicable directive:
  - (i) Supplier must draw up and sign an Statement of Compliance (CE Statement), which Supplier must provide to Tata Steel upon request;
  - (ii) Supplier must compile and file a Technical Construction File and make it available to Tata Steel upon request; and
  - (iii) Supplier must make a user manual available to Tata Steel in Dutch not later than at the time of delivery.

Any costs that are incurred in connection with complying with those formalities will be paid by Supplier.

- (9) Supplier will be obliged, if so requested by Tata Steel, to draw up a manufacturing schedule or a progress schedule with respect to the goods to be delivered by Supplier and to send it to Tata Steel on a periodic basis. The progress of the

drawing work, the provision of materials, the implementation at the workplace and the delivery must be indicated in the manufacturing schedule or progress schedule.

- (h) If Supplier is of the opinion that it will not be able to comply with its obligations (including its obligation to deliver) or will not be able to do so properly and in a timely manner, it must immediately notify Tata Steel in that respect, stating the actual circumstances that impede timely or proper compliance. This provision also applies in the event that the cause is attributable to Tata Steel.
- (i) In the event that Supplier fails to provide Tata Steel with the notification stipulated in subsection (h) of this Article 5, Supplier will forfeit any and all rights that Supplier would have been able to invoke in connection with the actual circumstances referred to in subsection (h) of this Article 5. This provision also applies in the event that Tata Steel was aware or should have been aware of the circumstances in question.
- (j) The delivery will be deemed to have been completed at the time at which delivery of the goods has been accepted by or on behalf of Tata Steel and Tata Steel has signed to indicate its acceptance of the delivery. That signature will be without prejudice to the fact that the goods that have been delivered may be rejected on the ground of Article 14 of these General Terms and Conditions of Purchase. Furthermore, Supplier will not be entitled to derive any rights whatsoever from the signature referred to in the first sentence of this subsection, and thus the signature will not impede (by way of example) Tata Steel's ability to exercise its rights, such as its rights on the basis of a breach on the part of Supplier.
- (k) Supplier is not authorised to suspend its obligation to deliver in the event that Tata Steel commits a breach in respect of its compliance with one or more of its obligations.

## **6. Ownership and risk**

- (a) The ownership and risk in respect of goods will be transferred from Supplier to Tata Steel at the time at which the goods have arrived at the Sites or at the time of their arrival at the storage or assembly site of Tata Steel, in the event that that site is located outside the Sites unless Tata Steel rejects the goods during or after delivery (on the ground of Article 14 of these General Terms and Conditions of Purchase).
- (b) Supplier guarantees that Tata Steel will obtain the unencumbered ownership of those goods.
- (c) Supplier hereby waives any and all rights and powers vested in it on the grounds of a right of retention or a right of recovery, with respect to the goods that are delivered.

## **7. Packaging**

- (a) Supplier will package the goods at its own expense with due observance of the requirements stipulated under or by virtue of the law, and in a manner that is appropriate for the goods in question, so that they reach their destination undamaged and in good condition. Supplier is liable for any damage that is caused by insufficient or inadequate packaging.
- (b) Supplier must include a packing list in every delivery, indicating:
  - (i) Tata Steel's full order number;
  - (ii) for each item, the item number, quantity and description;
  - (iii) Tata Steel's article number, if indicated; and
  - (iv) hoisting instructions, if applicable.
- (c) For goods that have a weight per piece that exceeds one thousand (1,000) kilograms, the weight must also be clearly indicated.
- (d) Supplier must take back packing materials, including returnable and lent packaging materials, at its own risk and expense, immediately upon request by Tata Steel.

## **8. Transport of hazardous materials**

- (a) Hazardous materials within the meaning of Article 6:175 of the Dutch Civil Code (Burgerlijk Wetboek) must be packaged, transported and stored by Supplier with special care, and Supplier must mark them with symbols, markings, amounts and quantities, lettering, etc. in accordance with any domestic or international rules or regulations that apply. Supplier is responsible for any and all permits and permissions that are required, or any other measures that are required, in order to package, transport or store such materials. Supplier will provide Tata Steel with any and all information required for the purposes of REACH (Registration, Evaluation and Authorisation of Chemicals) or other regulations.

## **9. Performance of work and provision of services**

- (a) The work must be performed and the services must be provided in the manner indicated in the Agreement, order, assignment or these General Terms and Conditions of Purchase.
- (b) Supplier is obliged to warn Tata Steel with respect to any errors in the assignment at the time at which the Agreement is entered into or performed. This provision also applies in the event of defects and unsuitability of items or factors originating from Tata Steel, including (contamination of) the soil on which Tata Steel has a work or works carried out, and errors or defects in the plans, drawings, calculations, contract documents or implementing provisions provided by

Tata Steel. In the event that Supplier fails to comply with its obligation to warn within the meaning of this subsection, Supplier will be liable for any and all damage that Tata Steel or third parties sustain as a result (including bodily injury).

- (c) Supplier will be in default as a result of an agreed term for the performance of work or the provision of services being exceeded. Article 5(d) of these General Terms and Conditions of Purchase applies accordingly in the event that Supplier exceeds an agreed term for performance of work or the provision of services.
- (d) The performance of work or the provision of services or a work will be deemed to have been completed at the moment at which Tata Steel has confirmed in writing that the work and/or services in question have been performed or provided or have been approved. Supplier will not be entitled to derive any right whatsoever from such a confirmation or approval, and as a result the confirmation or approval will not impede (by way of an example) Tata Steel's ability to exercise its rights on the ground of a.o., a breach on the part of Supplier.
- (e) Supplier will not be entitled to suspend the performance of work or the provision of services in the event that Tata Steel commits a breach in respect of its compliance with one or more of its obligations.
- (f) The parts and/or components of a work to be manufactured by Supplier for the benefit of Tata Steel, and the goods supplied by third parties to Supplier or Tata Steel in this context, will become the property of Tata Steel as soon as they have arrived at the Sites or when they arrive at Tata Steel's assembly or storage site in the event that that site is located outside the Sites, unless the parts or components have been rejected before, during or after their arrival at the Sites or the assembly or storage site, on the ground of Article 14 of these General Terms and Conditions of Purchase.
- (g) Supplier's processing or treatment of the parts and/or components and of goods that have been made available by Tata Steel or by third parties, referred to in subsection (f) will be deemed to take place on behalf of and for Tata Steel.
- (h) Supplier undertakes to provide Tata Steel with an opportunity, immediately after Tata Steel has requested it to do so, to (once again) take possession, as the owner, of the materials and/or parts referred to in subsection (f), even if that would be to the detriment of any new goods that would be created as a result.
- (i) Supplier will bear the risk related to the work, in whatever state of completion it may be, and the risk related to the auxiliary materials that Tata Steel makes available, including the goods referred to in Article 9(f), until the time at which the work has been completed in accordance with the provisions contained in Article 9(d).

## **10. Additional work and cancelled work**

- (a) Supplier will be obliged to immediately notify Tata Steel in the event that Supplier is of the opinion that the nature and/or scope of the work must be changed and that change would lead to circumstances that would increase/decrease the costs. Tata Steel will not be obliged to pay any price increase in the event that Supplier has failed to comply with its obligation to warn within the meaning of this subsection.
- (b) Any additional work and/or other deviations from the assignment that Tata Steel has granted to Supplier will be performed, even if it relates to a cutback or improvement, only after Supplier has been instructed to do so in writing by an authorised representative of Tata Steel.
- (c) Supplier must submit a separate offer at a fixed price for any supplemental work that Tata Steel has requested Supplier to perform before or during the performance of work and/or provision of services.

## **11. Second-line suppliers, subcontractors and other third parties**

- (a) Supplier is responsible for and takes care of the second-line suppliers, subcontractors and/or other third parties (and their personnel) that are engaged in connection with the work to be performed and/or services to be provided. Supplier's choice to engage second-line suppliers, subcontractors and/or other third parties (and their personnel) is subject to Tata Steel's prior written approval. However, such approval will not relieve Supplier in any manner whatsoever from its liability for the proper and timely compliance with its obligations on the ground of the Agreement.
- (b) Supplier shall procure that the second-line suppliers, subcontractors and third parties that it engages will be bound to the exact same obligations as those assumed by Supplier on the basis of the Agreement..
- (c) If Tata Steel wishes it to do so, Supplier will send Tata Steel copies of assignments, agreements, etc. with second-line suppliers, subcontractors and/or other third parties (possibly omitting the prices) within a term of fourteen (14) days after such orders have been placed.

## **12. Performance schedule, progress reports, supervision and collaboration**

- (a) If Tata Steel requests it to do so, Supplier will be obliged to submit a performance schedule and or assembly plan to Tata Steel as quickly as possible, with respect to the work to be performed and/or the services to be provided, which performance schedule or assembly plan will include:
  - (i) the time of commencement and a time schedule;
  - (ii) the planned weekly workforce;
  - (iii) the assembly and storage site that, in the opinion of Supplier, is required, indicating the time of commencement desired and the period of use; and
  - (iv) the auxiliary materials that are needed, in which context it must be clearly stated, in accordance with the Agreement, what materials will be made available by the Supplier and what will be made available by Tata Steel, indicating the start date and end date of the use.

- (b) Each week after the work and the services have commenced, or at another time or manner desired by Tata Steel, Supplier will provide Tata Steel with a signed and dated progress report. Supplier will be responsible for the day-to-day management and the supervision of the performance of the work. In the case of work on a cost-plus basis, the hours worked must be accounted for in timesheets, which must be submitted to Tata Steel not later than the week following the week being accounted for. Tata Steel will be entitled to inspect the work performed and/or services provided by Supplier. Such inspection will be governed by Article 14 of these General Terms and Conditions of Purchase.
- (c) Supplier must permit other work to be performed on or near the work, and must ensure that such work is not obstructed or hindered by the performance of its work. Supplier must ensure that Tata Steel's business operations are not disrupted or harmed as a result of the performance of the work.

### **13. Auxiliary materials and information**

- (a) Any and all auxiliary materials, including but not limited to drawings, models (including cast models), moulds, dies, and equipment and tools that Tata Steel makes available to Supplier for the performance of the Agreement or that Supplier purchases at Tata Steel's expense will be the property of Tata Steel and Tata Steel will be entitled to claim them at any time. Supplier will administer, use and maintain all those auxiliary materials in good condition at its own risk and expense. The auxiliary materials that Tata Steel makes available to Supplier for the performance of the Agreement, order and/or assignment must be stored separately and recognisably as the property of Tata Steel and may not be removed from the Sites and/or storage and assembly sites in the event that they are located outside the Sites without Tata Steel's written permission.
- (b) In the event that a cast model is sent to Supplier, Supplier must inspect it upon receipt, on the basis of the drawings.
- (c) Supplier may not use the auxiliary materials referred to in subsection (a) of this Article 13 for, or allow them to be used by third parties unless it has been authorised to do so by Tata Steel in writing.
- (d) Any and all drawings and other information (such as the relevant CE statement) that are required to assemble, use, maintain and repair the goods/items supplied by Supplier must be sent to Tata Steel as quickly as possible in duplicate or in the quantity indicated in the Agreement.
- (e) In order to enable Tata Steel to use, maintain and repair the goods that have been delivered and all their parts, and in order to purchase parts, Supplier will, as quickly as possible after delivery, provide Tata Steel with a set of complete, fully revised and properly reproducible CAD drawings showing the actual condition of what has been included in the delivery. All technical documents must contain the details desired by Tata Steel. Notwithstanding the foregoing conditions, for commodities it will be sufficient to indicate the serial number and type indication.
- (f) The information, drawings, etc. referred to in subsections (a), (d) and (e) of this Article 13 will be the property of Tata Steel.
- (g) No compressed air, equipment or tools, materials or work clothes will be made available to Supplier when it performs the work and provides the services. Tata Steel will make water and three phase current between 220 – 380 volts, 50 Hz, available free of charge; in or on vessels, this will be only for lighting: 65 volts. Tata Steel will determine the relevant quantity, after consulting with Supplier, in addition to the place and time at which they have been made available. Supplier must provide the required, reliable hoses, cables, etc. to be used from the connection point that has been made available.

### **14. Inspection**

- (a) At all times Tata Steel will be entitled to have the goods that have been delivered and/or the goods that will be delivered in the future subjected to an interim or final inspection, among other things with respect to:
  - (i) the quality and the correct application of the materials used; and/or
  - (ii) the performance and progress in the factories and workplaces of Supplier and/or the second-line suppliers, subcontractors and/or other third parties engaged by Supplier.
- (b) Tata Steel will also be entitled to perform an interim inspection or final inspection (or to have such an inspection performed) to determine whether a work or services that have been or will be provided, and/or works that have been or will be performed, have been and/or will be provided and/or performed in accordance with the Agreement and these General Terms and Conditions of Purchase.
- (c) Supplier will be obliged to fully cooperate with the interim and/or final inspections referred to in subsections (a) and (b) of this Article 14.
- (d) Supplier undertakes to ensure that Tata Steel, or third parties that it engages, have access during working hours to the Supplier's factories and workplaces and to those of its second-line suppliers, subcontractors and/or other third parties engaged by Supplier. Supplier will be obliged to provide Tata Steel or the third parties that Tata Steel engages with any and all information related to the Agreement that they request, and to cooperate with them in any way requested, so that they can perform their duties properly.
- (e) Tata Steel and the third parties that it engages will be entitled to provide tested goods with marks, and they are authorised to reject them definitively or in the interim. A reason for a definitive or interim rejection could include, but is

not limited to, the detection that the agreed requirements have not been complied with or that goods have been treated in order to hide and/or repair errors or defects.

- (f) In the event that materials and parts are inspected in the factories or workplaces of Supplier, second-line suppliers, subcontractors and/or other third parties engaged by Supplier, the costs of the inspection will be paid by Supplier. The costs of third parties that Tata Steel engages will be paid by Tata Steel. The costs related to any repeat inspection will be paid by Supplier in their entirety, unless Supplier has demonstrated that they are the result of a rejection that was caused by Tata Steel.
- (g) Tata Steel will notify Supplier in the event of an interim or definitive rejection, and Tata Steel will decide whether Supplier:
  - (i) must repair or replace the goods that have been rejected, or supplement whatever is missing, within a term to be stipulated by Tata Steel until the agreed requirements have been met; and/or
  - (ii) perform the work and/or provide the services so that it/they are in accordance with the Agreement and/or these General Terms and Conditions of Purchase within a term to be stipulated by Tata Steel,

unless Tata Steel prefers to dissolve the Agreement in accordance with the provisions contained in Article 21 of these General Terms and Conditions of Purchase. The foregoing is without prejudice to Tata Steel's other rights on the ground of a breach (including the right to claim compensation). Any and all costs incurred in connection with this subsection (g) (including the costs related to repair and disassembly work) will be paid by Supplier.

- (h) Insofar as Supplier fails to comply with its obligations in accordance with the preceding subsection (g) of this Article 14, Tata Steel will be entitled to perform the acts referred to in that subsection (or to have them performed) at Supplier's risk and expense. Tata Steel will notify Supplier in that respect.
- (i) In the event of an interim or definitive rejection, Supplier grants Tata Steel the right to use the goods that have been rejected until the agreed requirements have been met. The use of rejected goods by Tata Steel does not in any way imply a waiver of any rights that vest in Tata Steel in connection with the rejection.
- (j) Supplier will not be entitled to derive any right whatsoever from the results of an inspection or investigation within the meaning of subsections (a) or (b) of this Article (14) or a failure to perform such an inspection or investigation.
- (k) Under no circumstances is Tata Steel bound by any time period that may or may not have been stipulated by Supplier within which Tata Steel must give notice that the delivered goods are rejected or within which Tata Steel must submit a complaint.
- (l) Any notification from Tata Steel or a third party that it has engaged, in whatever form it has been communicated, either to Supplier or to any second-line suppliers, subcontractors and/or other third parties, will not in any way relieve Supplier from its liability to comply with its obligations as agreed by the parties.

## 15. Guarantee

- (a) Supplier guarantees that the goods to be delivered or the work to be carried out or the services to be provided and/or the work to be performed will be in accordance with the Agreement and these General Terms and Conditions of Purchase.

This guarantee in any event comprises the guarantee that:

- (i) the goods that have been/will be delivered are in compliance with the highest requirements that can be stipulated in accordance with the state of the art at the time at which they are manufactured, and the goods must also be manufactured using materials that are the most suitable for the purpose for which the goods are intended. Insofar as particular requirements have been stipulated in the Agreement or in the drawings or other information (such as standards) that Tata Steel has provided, such requirements will have priority;
- (ii) parts or components that must be the same in accordance with the drawings or designs submitted by Tata Steel must actually be interchangeable. For any and all parts or components that can be replaced, the mating surfaces must be finished in accordance with tolerance sizes. These tolerance sizes will be indicated in the drawings;
- (iii) the goods will be delivered complete and ready for use, and will be suitable;
- (iv) all the parts will be included in the delivery, including any parts that are not explicitly referred to in the Agreement but that are required for proper operations, including the customary security measures, special equipment, etc.;
- (v) the delivered goods will have the characteristics that have been promised;
- (vi) the delivered goods will be new and free of any defects and rights of third parties;
- (vii) the delivered goods will be provided with a mark from the manufacturer or from the party that has placed the goods on the market;
- (viii) the delivered goods will be provided with and accompanied by any and all information and instructions that are needed to use them properly and safely;
- (ix) the delivered goods will be provided with and accompanied by any and all documentation requested by Tata Steel, regardless of whether Tata Steel has requested such documentation before, during or after the Agreement has been concluded;
- (x) for a period of five years Supplier will provide support with respect to the use of any software that is supplied together with the goods in order to ensure that functional requirements remain to be met. That term will commence at the time at which the software is delivered;

- (xi) Supplier will not, in the course of delivery of the goods, or performance of a work, services and/or work activities, transfer any computer viruses, in its broadest sense, to Tata Steel;
  - (xii) the delivered goods, a work, services and/or work activities will be suitable for the purpose for which the assignment or order has been placed or for which the Agreement has been concluded;
  - (xiii) the execution of a work or the performance of services and/or work will take place in accordance with good professional standards and in accordance with the highest standards that can be stipulated on the basis of the state of the art at the time at which it takes place;
  - (xiv) a work, services and/or work activities performed will take place without interruption; and
  - (xv) the goods or work that have been delivered and/or the services to be provided and/or the work activities to be performed will be in accordance with the requirements stipulated pursuant to the law, the applicable rules of self-regulation and/or requirements stipulated by Tata Steel, including those related to quality, health, safety (www.veiligheid.tatasteel.nl), the environment and advertisement.
- (b) Supplier also guarantees among other things that:
- (i) no acts will take place that are in contravention of any laws that govern it in respect of child labour;
  - (ii) no discrimination will take place on the ground of race, sex, religion, etc. and that any form of discrimination will be prohibited;
  - (iii) there will be no forced, hidden or dangerous work or community punishment, with the exception of the work performed by prisoners who can freely choose to work somewhere and who receive a salary that is in line with market standards;
  - (iv) the employees will be offered sound and certain employment conditions;
  - (v) the right to freedom of association will be respected;
  - (vi) neither it nor any companies affiliated with it or third parties that it engages will perform any acts that are contrary to the applicable anti-corruption laws and regulations; and
  - (vii) the Tata Steel responsible Procurement Policy will be complied with.
- (c) In the event that the delivered goods— regardless of the results of prior approval – turn out to be not in compliance with the provisions contained in subsections (a) and/or (b) of this Article (15) and other guarantees provided and/or requirements agreed in these General Terms and Conditions of Purchase or in the Agreement, Tata Steel will be entitled to exercise the rights referred to in Article 14(g), (h) and (i) (Inspection).
- (d) In case of an emergency and in cases in which, after consulting with Supplier, it must be assumed in all reasonableness that Supplier will commit a breach in respect of its compliance with its guarantee obligations, Tata Steel will be entitled to exercise the rights referred to in Article 14(g), (h) and (i) itself, or to have them exercised by third parties, at Supplier's expense. This will not relieve Supplier from its obligations pursuant to the Agreement or these General Terms and Conditions of Purchase.
- (e) The guarantee period shall, unless otherwise agreed in writing, be two (2) years calculated from the date that the goods were delivered or the work was performed and/or the services were provided.
- (f) An agreed guarantee period will recommence after the acceptance of repair work, replacement or addition to which the guarantee provisions apply.
- (g) The foregoing provisions are without prejudice to Supplier's obligation to compensate any other costs that Tata Steel has been forced to incur as a result of or in connection with a failure on the part of Supplier to comply with the guarantee obligations referred to in subsection (c) of this Article 15 until the work has been performed and/or the services have been provided in accordance with the agreed requirements, or until the defective goods have been repaired and/or replaced.
- (h) The provisions contained in this Article do not relieve Supplier from its liability for any hidden defects in the goods that have been delivered or hidden defects in the work that has been performed and/or in the services that have been provided that appear after the guarantee period has elapsed, but not later than four (4) years after the expiry date of the guarantee period.

## 16. Confidentiality

- (a) Supplier is obliged to observe a duty of strict confidentiality with respect to any and all information originating from Tata Steel (including ideas, knowledge, trade secrets, information, procedures, materials, drawings, samples, etc.) that come to its attention in the context of the Agreement (and the performance of the Agreement) and that Tata Steel has designated as confidential or in respect of which Supplier reasonably can presume that it is confidential in nature (to be referred to below as the 'Confidential Information'). Supplier will limit the access to Confidential Information to persons who require the Confidential Information for the Agreement (and/or the performance of the Agreement). Unless it receives prior written permission to do so from Tata Steel, Supplier will not disclose Confidential Information or any part of it to any person, firm, company or other entity, and Supplier will not use the Confidential Information or any part of it other than for the Agreement (and/or the performance of the Agreement).
- (b) The duty of confidentiality referred to in subsection (a) of this Article 16 does not apply with regard to information in respect of which Supplier can demonstrate, with the aid of written evidence, that it:
- (i) was in its possession in its entirety prior to its disclosure by Tata Steel, without Supplier being bound by any duty of confidentiality towards Tata Steel or a third party in that context; or
  - (ii) at the time of the disclosure by Tata Steel it was already, or subsequently became, common knowledge or readily available, other than as a result of any act or omission on the part of Supplier; or

- (iii) was obtained by Supplier from a third party that was not bound by a duty of confidentiality with respect to that information; or
  - (iv) was independently developed by Supplier without making any use of information disclosed by Tata Steel; or
  - (v) must be disclosed by Supplier on the grounds of the law, any regulation or rule stipulated by an agency that is recognised by the government or a binding decision or decision that is not open to appeal that has been rendered by a court or another government body, in which case Supplier will notify Tata Steel in that respect in writing in a timely manner, so that the scope of the disclosure by Supplier can be limited, in consultation with Tata Steel, to whatever is strictly necessary.
- (c) Supplier is obliged to impose the same obligations as those referred to in subsection (a) of this Article 16 on its supervisory or lower employees or second-line suppliers, subcontractors and/or other third parties (and their personnel) that it has engaged in connection with the performance of the Agreement. Supplier warrants that those employees and/or third parties (and their personnel) will not act contrary to the duty of confidentiality.

## 17. Patent rights and other industrial and intellectual property rights

- (a) By means of the delivery, Supplier grants Tata Steel a perpetual, irrevocable, non-transferrable and world-wide licence, that can be sublicensed and is non-exclusive, in respect of any and all industrial and intellectual property rights that it has in respect of the goods. This licence must enable Tata Steel to freely use the goods in its own business, to freely apply the working methods to be realised as a result, and to transfer or repair the goods or to have them repaired. Full compensation for this licence is included in the fee.
- (b) By accepting the Agreement, Supplier declares that the manufacturing, the delivery, the use and/or the repair of the goods and each and every part of them and by the application of the related working methods will not lead to an infringement of any industrial or intellectual property rights of third parties.
- (c) Supplier indemnifies Tata Steel against any liability whatsoever that is claimed justifiably or unjustifiably by a third party on the grounds of an alleged infringement as referred to in subsection (b) of this Article 17. Tata Steel will notify Supplier in the event that a third party notifies Tata Steel of an alleged infringement. Supplier will promptly take any and all actions necessary to ensure that Tata Steel is able to continue its unrestricted use, etc., as referred to in subsection (a) of this Article 17. In the event that Supplier fails to take the above-mentioned measures within a reasonable term, and in any event within one month after notification, Tata Steel will be entitled to do so at Supplier's risk and expense. The measures necessary also include conducting legal proceedings, reaching settlements with any such entitled parties and making the changes necessary to the goods, without in any way affecting their soundness and the ability to use them, so that any infringement that has been discovered is remedied.
- (d) Any and all copyrights and any and all related powers that Supplier has, pursuant to the law, in relation to software products to be developed for the benefit of Tata Steel, (to be referred to below as 'Custom-made Software'), including but not limited to source codes, object codes and any and all codes derived from them, will be transferred to Tata Steel, which transfer Tata Steel hereby accepts nunc pro tunc immediately after such rights arise. The above-mentioned rights will be deemed to be delivered simultaneously with the actual delivery of the Custom-made Software. Insofar as a further instrument is required in order to transfer such copyrights, Supplier will cooperate in having these rights transferred immediately upon request by Tata Steel, without stipulating any further conditions. Supplier hereby waives insofar as possible the rights referred to in Article 25 of the Dutch Copyright Act (Auteurswet) or similar rights under any applicable law and is obliged to otherwise refrain from invoking those or similar rights.
- (e) Insofar as Supplier supplies software to Tata Steel in respect of which the rights vest in third parties, Supplier will ensure that such third party will grant Tata Steel a direct licence.
- (f) At the request of Tata Steel, Supplier will at its own account enter into the necessary agreement(s) with an escrow agent for the purpose of depositing the source code of software not specifically developed for Tata Steel ('standard software'), including technical documentation required to maintain, change, modify or correct the source code.

## 18. Liability

- (a) In the event that Supplier commits a breach in respect of its compliance with its obligations, Tata Steel will be entitled, among other things, to exercise the rights referred to in Article 14 subsections (g), (h) and (i).
- (b) Supplier will be liable for any and all damage that Tata Steel sustains as a result of:
- (i) a breach in respect compliance with its obligations by Supplier or attributable to Supplier and/or as a result of any act or omission, including unlawful acts, by Supplier or attributable to Supplier or its personnel or third parties that Supplier engages (or their personnel), including but not limited to contractors and/or subcontractors; and/or
  - (ii) the mere presence of Supplier's goods or of its personnel or third parties that Supplier engages (or their personnel), including but not limited to contractors and/or subcontractors,

unless the damage is the result of an intentional act or omission or wilful recklessness on the part of any supervisory personnel of Tata Steel.

- (c) Supplier's liability relates to both direct and indirect damage and is limited to the amount of five million euros (EUR 5 million) per incident. That limit will not apply in the event that the damage has been caused by an intentional act or omission or gross negligence on the part of Supplier. The liability (and the limitation of liability) referred to in this subsection pertains only to compensation of damage and is without prejudice to Tata Steel's remedies pursuant to this Agreement, the General Terms and Conditions of Purchase or the law, in the event of a breach of contract or any act or

omission, including an unlawful act, on the part of Supplier or its personnel or third parties that it engages, including but not limited to contractors and/or subcontractors.

- (d) Without prejudice to the provisions contained in Article 17 subsection (c) of these General Terms and Conditions of Purchase, Supplier indemnifies Tata Steel against any and all claims brought by third parties (or personnel of third parties), including but not limited to contractors and/or subcontractors and suppliers and/or second-line suppliers, in connection with the performance of this Agreement.
- (e) Supplier has or will take out sufficient insurance against liability as referred to in this Article 18 and will allow Tata Steel to inspect the relevant policy upon request. This duty to take out insurance also pertains to auxiliary materials that are in any way involved in the performance of the Agreement. The above-mentioned right to inspect will not relieve Supplier from its liability in that context.
- (f) Tata Steel is not liable for any direct, consequential or indirect damage sustained by Supplier, its personnel and/or third parties that it engages in connection with the performance of the Agreement, unless the damage was caused by an intentional act or omission or wilful recklessness on the part of any supervisory personnel of Tata Steel.

## 19. Force majeure

- (a) In the event of a situation involving force majeure on the part of one of the parties, the compliance with the Agreement will be suspended in whole or in part for the duration of the situation involving force majeure, without the parties owing each other any compensation as a result. The party that wishes to invoke force majeure must notify the other party in writing immediately, and in any event within three (3) working days after the situation involving force majeure has arisen, on pain of the lapse of the right to invoke force majeure. In the event that the situation involving force majeure continues longer than thirty (30) days, the other party will be entitled to dissolve the Agreement, effective immediately, without any judicial intervention being required, by means of a registered letter, without that giving rise to any right to compensation. Force majeure on the part of Supplier in any event does not include: a lack of personnel, strikes, breach of contract on the part of third parties that Supplier engages, lack of auxiliary materials, liquidity or solvency problems on the part of Supplier and government measures taken at Supplier's expense.

## 20. Taxes and premiums

- (a) Supplier is and will at all times remain responsible and liable for compliance with the obligations that it has or that persons or legal entities that it engages have in accordance with one or more Agreements that ensue from tax and social insurance legislation. Supplier indemnifies Tata Steel against any related claims.
- (b) A Supplier that has personnel in its employment who are engaged in connection with the performance of one or more Agreements will submit, at Tata Steel's request, declarations that demonstrate that Supplier has remitted turnover tax, wages and salaries tax, social insurance contributions and/or employee insurance contributions in full and in a timely manner who are engaged in connection with the performance of the Agreement (Payment History Reports (*Verklaringen Betalingsgedrag*)). At Tata Steel's request, the Payment History Reports may also pertain to third party persons and legal entities that Supplier has engaged in connection with the performance of the Agreement. The Payment History Reports must be drawn up by the Dutch Tax and Customs Administration (*Belastingdienst*) or the UWV (*Uitvoeringsinstituut werknemersverzekeringen*) benefits agency, and they must be marked as originals. In the event that Supplier has not complied within 30 days of a request to do so, Tata Steel will be entitled to suspend any and all payments to Supplier pursuant to any Agreement and Tata Steel will be entitled to dissolve the Agreement effective immediately in accordance with the provisions contained in Article 21.
- (c) Without prejudice to the provisions contained in subsection (b), Tata Steel may determine that the Payment History Reports may be submitted in the form of an auditor's report from an accountant to be designated in consultation with Tata Steel. The costs of the auditor's report will be paid by Supplier.
- (d) At the request of Tata Steel Supplier must include with its invoices a timesheet showing which persons have been deployed, where, on which days and for how many hours per day in connection with the work/services. The indication of such persons must, if specifically so requested by Tata Steel, include their names, dates of birth, and tax registration numbers. Supplier must also declare that, during the period in which they performed work/provided services, these persons were gainfully employed by it or by its subcontractors.

## 21. Dissolution

- (a) Tata Steel will be entitled, at its choice, to suspend the performance of the Agreement in whole or in part or to dissolve the Agreement in whole or in part by means of a written statement, without any judicial intervention being required (and effective immediately), without Tata Steel being obliged to pay any compensation, in the event that:
  - (i) Supplier commits a breach in respect of its compliance with one or more of its obligations pursuant to the Agreement and/or these General Terms and Conditions of Purchase, or in the event that Tata Steel is reasonably entitled to assume that Supplier will not comply with its obligations or will not do so properly and in a timely manner;
  - (ii) any insolvency procedure (including but not limited to suspension of payment or bankruptcy) is opened concerning Supplier, or if an application for the opening of such insolvency proceedings is made;
  - (iii) Supplier is placed in receivership or is subject to an administration order;
  - (iv) Supplier's business is sold or terminated;
  - (v) Supplier's permits that are required for the performance of the Agreement have been revoked; or
  - (vi) an attachment is levied on a significant part of Supplier's operating assets.

- (b) Any and all claims that Tata Steel has or acquires in the cases referred to in subsection (a) of this Article 21 will be immediately due and payable in full.
- (c) Tata Steel will be entitled to suspend and/or terminate the performance of the Agreement in whole or in part at its convenience if exceptional economic circumstances cause it to do so. In such case Supplier will be indemnified for its justifiable, unavoidable and documented costs incurred as a direct result of such suspension and/or termination.

## **22. Transfer**

- (a) Supplier may not transfer or contract out to third parties in whole or in part the rights and obligations that ensue for it from the Agreement and these General Terms and Conditions of Purchase without prior written permission to do so from Tata Steel. Claims of Supplier on the basis of the Agreement are not capable of being pledged and are non-transferable.

## **23. Data Protection**

- (a) Supplier will comply with the GDPR in the execution of the Agreement and shall give Tata Steel all reasonable assistance to enable Tata Steel to comply with the GDPR. In case Supplier acts as a processor of personal data of Tata Steel, Supplier shall:
  - (i) process the personal data solely on the documented instructions of Tata Steel and for the performance of its obligations under the Agreement, save in the event that processing is done based on a requirement of the applicable European Union or member state law;
  - (ii) inform Tata Steel if processing is done based on a requirement of the applicable European Union or member state law;
  - (iii) ensure that the persons it uses for processing of the personal data are bound to confidentiality (contractually or under a statutory obligation);
  - (iv) only provide its employees with access to personal data on a need to access/need to know basis;
  - (v) implement appropriate technical and organisational security measures;
  - (vi) not engage another (sub)processor without the prior written approval of Tata Steel and shall ensure after obtaining written approval that the (sub)processor will be bound to the obligations as stipulated in this subsection (a) of Article 23;
  - (vii) provide Tata Steel its assistance both for responding to requests of data subjects exercising their rights under the GDPR and for fulfilment by Tata Steel of its obligations relating to securing of the processing, reporting of data leaks, data protection impact assessments and prior consultations with the supervisory authority;
  - (viii) promptly notify Tata Steel of any communication from a data subject regarding the processing of Tata Steel's personal data, or any other communication (including from a supervisory authority) relating to Tata Steel's obligations under the GDPR in respect of the Tata Steel personal data. Supplier shall not respond to any such communication except on the documented instructions of Tata Steel or if Supplier is required to do so by applicable law
  - (ix) notify Tata Steel in writing without undue delay of any personal data breach, and in any event within 24 hours, upon Supplier becoming aware of a personal data breach;
  - (x) at the end of the Agreement, either return or delete all Tata Steel processed personal data, to the discretion of Tata Steel, unless in the event of a statutory obligation to retain the personal data.
  - (xi) make available to Tata Steel on request all information necessary to demonstrate compliance with its obligations in relation to personal data;
  - (xii) not transfer any personal data to any country outside the EEA or to any international organization, without the prior written approval of Tata Steel, which shall be subject to the condition that Supplier as well as that any sub-processor shall be bound by the relevant standard contractual clauses.
- (b) In case Supplier processes Tata Steel personal data as processor, Supplier shall, at the sole discretion of Tata Steel, at first request provide its assistance to record all details as listed in Article 28 subsection (3), introduction of the GDPR

## **24 Amendments to the General Terms and Conditions of Purchase**

- (a) Tata Steel is entitled to amend or supplement the Agreement or these General Terms and Conditions of Purchase. Any amendments or supplements to these General Terms and Conditions of Purchase will enter into effect thirty (30) days after notice of them has been given in writing, or on a later date indicated in the notification or on Tata Steel's website.

## **25. Invalidity of one or more provisions (general)**

- (a) The invalidity of a provision contained in the Agreement and/or in these General Terms and Conditions of Purchase will not affect the validity of the other provisions contained in the Agreement and these General Terms and Conditions of Purchase.
- (c) If and insofar as a provision contained in the Agreement and/or in these General Terms and Conditions of Purchase is invalid or, under the circumstances, must be deemed to be unacceptable in accordance with the principles of reasonableness and fairness, a provision will apply between the parties that is acceptable, taking into consideration all the circumstances.

**26. Applicable law and competent court**

- (a) The legal relationship between Tata Steel and Supplier is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention.
- (b) Any and all disputes between Tata Steel and Supplier will be resolved by the competent court of Amsterdam, the Netherlands.

**27. Final provision**

- (a) The Dutch text of these General Terms and Conditions of Purchase constitutes the only authentic text. In the event of any difference between the Dutch text and a translation into a foreign language, the Dutch text will prevail.