



SSAB Iowa Site Specific Requirements

PURCHASE ORDER COVER PAGE

(3/4/2021)

Please send a signed acknowledgment of this purchase order by e-mailing the appropriate buyer listed below.

NOTICE TO CONTRACTORS

POTENTIAL LEAD/RESPIRATORY HAZARD

SSAB has a lead and respiratory protection program in place for certain employees working in the primary end and bag house to protect them from potential lead hazards as required by OSHA, 29 C.F.R. 1910.1025. All contractors who have employees working in the primary end and/or bag house are required by the OSHA regulations to determine whether their employees could be exposed to hazardous levels of lead and, if so, to maintain a lead and respiratory protection program that complies with the OSHA regulations.

If you have any questions please contact, Manager-Safety and Security for SSAB Iowa Inc. at 563.381.5300.

Invoicing Instructions

Mail invoices to the attention of Accounts Payable at ap.iowa@ssab.com. Invoice must indicate SSAB purchase order number and packing slip if applicable. For Time and Material orders Labor and Materials must be separated on the invoice.

On-Site Services

In regards to any work performed on-site, suppliers must be AVETTA compliant before any work commences in the mill by your personnel in connection with this order. Please reference the following link to ensure compliance: <https://app.avetta.com/>

Shipping

We have included a summary of our shipping instructions below. If you have any questions please call. If the listed methods cannot be used for whatever reason, we must be informed PRIOR to the shipment of material.

To SHIP:

1. ***Small Parcel/International domestic:***
 - Fed Ex collect (less than 150 lbs): an account number is not needed. Please refer to attached screen shot from the Fed Ex website to assist you in following this procedure (Setting up Fed Ex Ground Collect Shipments)
 - If you are shipping 3rd Party and an account number is required, please contact the SSAB Traffic department at 563-381-5470 for assistance.
2. ***Ground Freight (LTL under 6,000 lbs):***
 - Fed Ex Ground Freight (ph. 800-463-3339) or
 - Dohrn Transfer (ph. 800-747-3401) for LTL shipments to / from Iowa, Illinois, Indiana, Missouri, Nebraska, Wisconsin, and Kansas City, KS
3. **LTL over 6,000:**
 - Please contact our dispatcher @ 563-381-5520 (7:00 am - 1:30 pm CST, M-F)
 - (NOTE: If the PO terms state Delivered, Ship Prepaid, we are under the assumption that the freight is included in the price of the material. If otherwise, please contact us.)

ATTENTION: Please provide the SSAB purchase order number, related to this shipment, to the contracted freight carrier and instruct them to include the purchase order number on their freight invoice to SSAB. Failure to provide this information may result in payment interruptions to the freight carrier.

The purchaser identified on the face of this order ("SSAB") agrees to purchase and Supplier agrees to sell the goods, materials, equipment and machinery ("Goods") and/or provide the services ("Services") described in this purchase order including in any document, drawing or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order"), subject to the following:

- Acceptance:** This Order shall be deemed to be accepted and shall be a binding contract for the sale of the Goods and/or the provision of the Services upon the first to occur of the following events: Supplier or its agent executing and delivering the acknowledgement copy of this Order to SSAB; Supplier shipping or delivering the Goods to SSAB; or Supplier commencing the performance of the Services.

- Governing Terms and Conditions:** The terms and conditions set forth in this Order, along with any master, supply or other agreement, if any, previously entered into by the parties that purports to govern transactions between SSAB and Supplier with respect to the Goods and Services ("Master Agreement"), incorporated by reference herein, shall together constitute the sole and exclusive agreement between SSAB and Supplier and together shall supersede all other prior agreements or commitments, whether oral or written. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order, excluding such terms and conditions which are inconsistent with the terms and conditions of a Master Agreement, if any. SSAB hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to SSAB which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. SSAB's acceptance of the Goods and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.

- SSAB's Material:** All of SSAB's buying, goods and other property in Supplier's possession shall be held by Supplier as bailee for hire for use only in filling SSAB's orders, be kept separate, and be clearly identified by Supplier as SSAB's property, and shall be fully insured by Supplier. All such materials not consumed in the performance of this order shall be held pursuant hereto until SSAB otherwise directs. Supplier waives and releases SSAB from, and Supplier shall defend, indemnify and hold harmless SSAB from and against, all claims for injury or damage to Supplier, its employees or others, arising out of or in connection with the presence or use of such materials whether such injury or damage is caused by defects in such material, SSAB's negligence or otherwise.
- Modifications and Revisions:** No revision or modification of the terms and conditions of this Order shall be binding on SSAB unless such revision or modification is expressly accepted in writing by an authorized officer of SSAB.

- Delivery, Title and Risk:** Delivery of the Goods to SSAB shall take place at SSAB's plant site or such other shipping destination specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Goods shipped under this Order until receipt of delivery and acceptance of such Goods by SSAB at the specified location, at which time title and the risk of loss with respect to such Goods shall pass to SSAB. Partial shipments are not permitted unless otherwise agreed to in writing by SSAB. For the purpose of securing Supplier's performance of its obligations under this Order, Supplier hereby grants to SSAB a security interest in and to the completed or partially completed Goods covered by SSAB's progress payments.
- Taxes:** All applicable sales or use taxes payable by SSAB shall be separately identified on the face of this Order. Any such taxes not so identified shall be deemed to be included in the price.

- Price Inclusive:** Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as operating and maintenance manuals as may be required by SSAB.
- Payment:** Unless otherwise specified in this Order, payment of Supplier's invoice shall be due 60 days after receipt by SSAB, provided that SSAB does not otherwise contest the amount of such invoice in good faith. Final payment subject to SSAB receiving a complete set of "as built" Drawings. In the case of Services performed at SSAB's plant site, payment shall not be due until Supplier has delivered such releases or waivers of all claims for mechanics' and materials' liens as SSAB may reasonably require.

- Inspection:** SSAB shall have the right to inspect the Goods at Supplier's plant or other place of manufacture. Notwithstanding any such inspection, all Goods are subject to SSAB's final inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Goods or payment shall relieve Supplier from full responsibility for furnishing Goods conforming to the requirements of this Order, nor prejudice any claim, right or privilege SSAB may have for defective or unsatisfactory Goods, delays in delivery or other non-compliance with this Order.
- Warranty:** In addition to any other express or implied warranties, Supplier expressly warrants that: (a) it has good and marketable title to all Goods furnished under this Order and the right to transfer title to such Goods to SSAB free of all liens and encumbrances; (b) all Goods supplied and/or Services provided shall be and be performed in accordance with all applicable specifications, drawings, descriptions or samples furnished and in accordance with all other requirements of this Order and the representations of the Supplier; (c) all Goods shall be of new and first class material and workmanship, shall be fit and suited for the purpose and use contemplated by this Order, and shall be of merchantable quality; (d) unless a longer period is specified elsewhere in this Order, all Goods and Services furnished shall be free from defects in material, design or workmanship for a period of 12 months from the date that, in the case of Goods, the Goods are used or put into operation by SSAB, or in the case of Services, for a period of 12 months from the date that the Services are completed; (e) all Services shall be performed in a workmanlike manner and in accordance with the highest standards for such Services in the steel making industry; and (f) all computer software, hardware and firmware supplied by the Supplier shall be free of any harmful programs or data that disrupt the proper operation thereof, and will perform the functions and meet or exceed the performance criteria for such hardware, software or firmware described in this Order. Supplier shall promptly repair, replace and correct defects in the Goods or Services not conforming to any warranty, without expense to SSAB, when notified of such non-conformity by SSAB.

- Compliance with Laws, Safety and SSAB Corporate Social Responsibility Program:** Supplier warrants and agrees that Supplier shall have complete control and responsibility for the safety and health of its employees and agents while engaged in the performance of the Services at SSAB's plant site and that all Goods and Services furnished shall comply with all applicable federal, provincial, state and local laws and regulations in force at the time of supply and/or performance including, without limitation, with all applicable occupational safety and health and environmental laws and regulations. Supplier also warrants and agrees that it will provide its employees and/or agents with the following: MSDS Safety Sheets for any hazardous chemical that they may come into contact with on-site; and any and all OSHA (and applicable OSHA state equivalent) standards and regulations applicable to the work performed on-site; and any and all Personal Protective Equipment required by OSHA (and applicable OSHA state equivalent) to perform the work on-site. Supplier further warrants and agrees that it will assume responsibility for the proper training and supervision of its employees and/or agents regarding any OSHA (and applicable OSHA state equivalent) standards that affect how its employees' and/or agents' work on-site at SSAB will be accomplished and that it will cooperate with SSAB in the exchange of safety information where required by OSHA (and applicable OSHA state equivalent) regulations. Supplier shall obtain all necessary permits and/or licenses and give all necessary notifications for the supply of the Goods and/or the performance of the Services. Supplier further agrees that it will perform the work under any order from SSAB in conformity with SSAB's Supplier Sustainability Policy (available at www.ssab.com). SSAB actively supports the UN Global Compact's principles and we encourage our suppliers to align with the same principles

- Assignment and Subcontracting:** No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of SSAB. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order.
- Governing Law:** The laws of the jurisdiction applicable to SSAB's plant site specified on the face of this Order shall apply to and govern the interpretation, validity and enforceability of this Order excluding: (a) that jurisdiction's law of conflicts; and (b) the United Nations Convention on Contracts for the International Sale of Goods. Supplier hereby attorns to the exclusive jurisdiction of the courts of such jurisdiction.

- Supplier Indemnity:** Except as expressly prohibited by law, Supplier shall indemnify and hold SSAB harmless from and against any and all claims, demands, damages, losses, expenses, costs (including legal fees on an attorney/client basis), fines and penalties sustained or incurred by or asserted against SSAB to the extent based upon, related to or arising out of: (a) any breach by the Supplier of any term, condition, covenant or warranty contained in this Order; (b) any defect in the Goods or Services furnished pursuant to this Order; or (c) any act or omission of Supplier or Supplier's agents, officers, employees or subcontractors in furnishing the Goods and/or Services.

- Site Work:** When any aspect of this Order involves attendance at or the performance of Services at SSAB's plant site, the following additional provisions shall apply: (a) Supplier and its agents, officers, employees and subcontractors shall comply with all plant site rules and all safety and security regulations imposed by SSAB; (b) Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the Services; (c) Supplier shall maintain the following insurance during the performance of the Services, and shall provide SSAB with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums which Supplier shall become legally liable to pay as damages arising out of property damage, personal injury, bodily injury, sickness or death; (ii) automobile liability insurance covering all sums which Supplier shall become legally liable to pay as damages arising out of bodily injury, sickness or death or property damage, arising out of the operation of owned or non-owned automobiles; (iii) Workers' Compensation insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction and employer's liability insurance covering all sums which Supplier shall become legally liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Supplier or employees of any subcontractor of Supplier; (iv) if the Services require any professional engineering, design, architectural or survey services, professional liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage or personal injury, bodily injury, sickness or death (such policy shall be maintained for 3 years beyond final completion of the Services); (d) all required insurance coverage specified above shall: (i) except as otherwise expressly provided, provide for combined single limit of liability for each occurrence of not less than \$5,000,000.00; (ii) include a waiver of subrogation clause in favor of SSAB; (iii) name SSAB as an additional insured with respect to the operations of Supplier; and (iv) provide that at least 30 days written notice shall be given to SSAB prior to any material change or cancellation of any such policy or policies.

- Patent Infringement:** Supplier warrants that neither the Goods, nor Services use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right.
- Intellectual Property:** Supplier acknowledges and agrees that any product which is capable of copyright protection made, designed or developed for SSAB pursuant to this Order shall be a "work made for hire". Supplier hereby grants and assigns to SSAB and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Supplier or its agents or employees in connection with the performance of this Order.

- Confidential Nature of Designs, etc.:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to SSAB's business (the "Information") which Supplier may obtain or which SSAB may in any way disclose to Supplier in connection with this Order, shall be deemed to be "confidential" and Supplier shall not use the Information for its own purposes (other than for this Order), nor shall Supplier disclose the Information to any person or firm except as may be specifically authorized by SSAB in writing.
- Information Furnished to SSAB:** SSAB shall have the right to make copies of or otherwise use for its own purpose (including duplicating any components of the Goods for use as replacement or spare parts at SSAB's plant site), any drawings or other information provided by Supplier in the course of its performance under this Order.

- Waivers:** No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.
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- Intellectual Property:** Supplier acknowledges and agrees that any product which is capable of copyright protection made, designed or developed for SSAB pursuant to this Order shall be a "work made for hire". Supplier hereby grants and assigns to SSAB and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Supplier or its agents or employees in connection with the performance of this Order.

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- Information Furnished to SSAB:** SSAB shall have the right to make copies of or otherwise use for its own purpose (including duplicating any components of the Goods for use as replacement or spare parts at SSAB's plant site), any drawings or other information provided by Supplier in the course of its performance under this Order.

- Waivers:** No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.
- Assignment and Subcontracting:** No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of SSAB. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order.



Pickup and Delivery of Purchased Material

I. PURPOSE

To define procedures for initiating and accomplishing pickup and delivery of purchased materials to and from the mill.

II. SCOPE

This procedure applies companywide.

III. PROCEDURE

When the Purchasing Buyer requires delivery to the mill or pickup from the mill, the truck driver is required to stop at the Stores Warehouse (Gate 2) and obtain a Stores Loading Sheet. This Loading Sheet necessarily references the Purchase Order number related to the delivery/pick-up, the part number and/or a brief description of the item and the door number or destination where the delivery/pick-up is to take place.

The Stores Loading Sheet is a three-part form. The first copy will be retained by Stores following completion. The remaining two copies must accompany the truck driver as he/she enters the SSAB mill site through Gate 2.

Parts/Equipment Being Delivered to the Mill: The truck driver stops at Security for vehicle inspection and provides one of the two copies to Security personnel. Following inspection, Security will provide instruction to the truck driver concerning delivery of the part/equipment. The third copy of the Stores Loading Sheet is retained by the truck driver. When exiting the mill, the truck driver is obligated to stop at Security at Gate 2 for re-inspection, and final exit from SSAB property.

Parts/Equipment taken from the Mill: The truck driver stops at Gate 2 Security for vehicle inspection and provides one of the two copies of the Stores Loading Sheet to Security personnel. The third copy of the Stores Loading Sheet is retained by the truck driver. Security will review the contents of the truck to ensure parts described on the Stores Loading Sheet match parts loaded on the truck. Following review, Security will release the truck for final exit from SSAB property.

NOTE: Gate 2 is to be used at all times for parts entering or exiting SSAB mill property. The only exception to this procedure is for product (plate and coil), scrap, alloys, lubricants, and refractory material where a truck scale ticket is required.



Driver Safety Rules and Regulations

SSAB MONTPELIER, IOWA

SSAB is committed to provide a safe and healthy work environment for its employees, contractor employees and visitors. These rules are in place due to recognized hazards. Failure to comply with these rules may lead to suspension from the site.

1. An SSAB assigned number such as load number, PO #, PR# or a contact name including first and last name and a phone number must be provided to enter the mill site.
2. Only authorized personnel are allowed on SSAB property. This includes drivers, trainees or other authorized carrier personnel. Passengers, spouses, children or non-qualified companions **are not authorized to be on SSAB property.** Individuals without an assigned prox card must sign in and out at the appropriate gate.
3. All authorized personnel must stay with their vehicle or in designated walkway areas at all times. They are to enter and exit the facility only through designated “Man Doors”.
4. It is mandatory that all personnel, wear industry approved Personal Protective Equipment (PPE) including: Hard Hats with ANSI rated suspension, Safety Glasses with side shields, Hard Sole, Closed Toed Shoes, Long Pants and Long Sleeve Shirts and Gloves. Visitor safety glasses and hard hats are available in the Shipping Office at Gate 1 and must be returned after use.
5. All truck drivers are required to obey all Posted Stop, Speed Limit, Directional, Railway, Pedestrian Crossing and General Information Signs at all times.
6. In-Plant vehicles, such as Fork Trucks, Slag Pot Haulers and Railroad Locomotives always have the Right-of-Way. Never block roadways, access lanes or rail tracks.
7. It is in the safety culture of our facility to look out for each other. We are professionals and should not have to be reminded. If you must be reminded be respectful.



Shipment Information Form

Dear Vendor,

If you are receiving a copy of this form, our purchase order has been issued with instructions for you to contact SSAB Transportation to arrange pick-up. Please complete the information below and return the form via e-mail to montpelier.traffic@ssab.com and Steve.Harper@ssab.com. If you have any questions, please feel free to contact us at the same addresses.

Note: SSAB will not be responsible for any freight charges that are derived from the deviation of the terms of the purchase order or these instructions.

Thanks,
Montpelier Traffic Group

P.O. or P.R. #:	Pick-up #:	Pick-up Date:	
Vendor Recommended Shipping Method:		Weather Protection Required:	
<input type="checkbox"/> LTL Carrier	<input type="checkbox"/> Flatbed Carrier	<input type="checkbox"/> Tarp	<input type="checkbox"/> No Tarp
<input type="checkbox"/> Van Carrier			
Commodity Description:		Value: \$	
# of Pieces:	Dimensions:	Total Weight:	
Origin Information:			
Company Name:			
Address:			
City:		State:	Zip:
Shipping Hours: Monday-Friday		a.m. to	p.m.
Contact Name:		PH #:	
Special Instructions or Additional Comments:			
Destination Information:			
Company Name:			
Address:			
City:		State:	Zip:
Receiving Hours: Monday-Friday		a.m. to	p.m.
Contact Name:		PH #:	
Special Instructions or Additional Comments:			

Note: If you have a preferred carrier you wish us to consider using, please advise rate: