

**UNITED STATES STEEL CORPORATION PURCHASE
ORDER GENERAL TERMS AND CONDITIONS**

AGREEMENT: (A) No terms or conditions, other than those stated or incorporated by reference herein, and no purchase order or understanding in any way modifying the terms and conditions stated or incorporated by reference herein, shall be binding upon the Purchaser unless made in writing and signed by the Purchaser's duly authorized Purchasing Agent. Written or verbal acceptance of the purchase order and/or the provision of goods or services to Purchaser by Seller shall constitute Seller's assent to these exclusive terms and conditions of purchase. Purchaser hereby expressly objects to and rejects any and all additional or different terms proposed by Seller (including, without limitation, any attempted disclaimer or limitation of warranties or liability), irrespective of where contained, and no such different or additional terms shall form part of this contract or be binding on Purchaser. Purchaser's acceptance of or payment for goods or services shall not constitute Purchaser's acceptance of any counter-proposal submitted by Seller unless otherwise specifically accepted in a writing signed by Purchaser's authorized Purchasing Agent. (B) The purchase order between Purchaser and Seller consists only of the terms contained in these Purchase Order General Terms and Conditions and on the face of the purchase order and on any supplements, specifications or other documents expressly incorporated by reference on the face of the purchase order. Any reference in the purchase order to any offer to sell or proposal of Seller is solely for the purpose of incorporating the descriptions and specifications of the goods and/or services contained in the offer or proposal to the extent that those descriptions and specifications do not conflict with the descriptions and specifications contained in or referred to on the face of the purchase order. (C) If the purchase order is deemed to be an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained herein and on the face of the purchase order. Additional or different terms or any attempt by Seller to vary in any degree any terms of the purchase order shall be deemed material and are hereby rejected. However, the purchase order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods or work to be performed.

PURCHASE ORDERS; BLANKET PURCHASE ORDERS: These Purchase Order General Terms and Conditions govern all purchase orders issued by Purchaser that incorporate these terms and conditions by reference, including those issued as a Blanket Purchase Order ("BPO"). (All references to "purchase order" in these General Terms and Conditions shall be deemed to include the BPO unless otherwise expressly noted.) If Purchaser has issued to Seller a BPO, deliveries of goods and/or the rendering of services shall be made only upon receipt of Purchaser's "Release" form by Purchaser's authorized Purchasing Agent or stores representative, and only to the location(s) designated on the face thereof. The Releases shall be governed by the terms and conditions applicable to the BPO; and any terms and conditions shown on Seller's order acknowledgement issued in response to Purchaser's Release shall be null and void. All shipping notices and invoices issued by Seller pursuant to Purchaser's Releases shall show the full purchase order number, including the Release number as a suffix. In the event Seller finds any material specified on a Release that does not fall within the scope of the BPO, Seller shall delete such material and immediately advise Purchaser's authorized Purchasing Agent or stores representative by telephone followed by written confirmation. All goods and services shall be billed at the designated unit price shown on the BPO. There shall be no increases in any prices, reduction of any discounts or rebates, or changes in the price list dates indicated on the BPO without prior written approval from Purchaser's authorized Purchasing Agent as evidenced by the issuance of a written revision or other formal change order to the BPO. All requests by Seller for price changes (including discounts and rebates) shall be made in writing at least thirty (30) days prior to their proposed effective date and shall include: (1) annual dollar effect of price increase or decrease; (2) date of Seller's last increase or decrease and percent; (3) copies of new price lists (if applicable); (4) provisions for firm pricing on new prices for a stated time period. No obligation to purchase any minimum quantity of goods or services shall arise from Purchaser's issuance of a BPO except as otherwise expressly stated on the face of the BPO or any subsequent Release. Purchaser is not required to accept any such request by Seller and any such request shall be deemed to be denied if Purchaser does not accept the request by a written revision or other formal change order (a "Revision") signed by Purchaser's authorized Purchasing Agent prior to the end of such 30-day period. Purchaser reserves the right to cancel the BPO at any time upon completion of the purchase of all goods and services covered by any outstanding Releases (subject to Purchaser's right to cancel for convenience as provided herein).

PURCHASE ORDER CHANGES: Purchaser reserves the right to modify the purchase order with respect to quantities, delivery schedules and/or specifications as desired by Purchaser by issuing one or more Revisions (and/or Releases in the case of BPOs) to Seller. If Seller's costs are reduced because of changes, Seller shall reduce the purchase order price to reflect all such quantifiable cost savings, whether direct or indirect. If Seller's costs are increased because of changes, Purchaser will consider Seller's request for a reasonable adjustment to the purchase order price; provided, however that if Seller does not notify Purchaser of a cost impact within ten (10) days of the issuance of the Revision/Release, then Seller shall be deemed to waive any claim for a price increase due to the Revision/Release; and provided further, however, that if Seller does provide notice of a cost impact and the parties cannot agree upon a reasonable price adjustment within ten (10) days of such notice, the Revision/Release will not become effective and Seller shall not be entitled to any additional compensation or price changes. Written or verbal acceptance of a Revision or Release and/or the provision of goods or services to Purchaser by Seller shall constitute Seller's assent to the changes. Purchaser hereby expressly objects to and rejects any and all additional or different terms (including price changes) proposed by Seller in any manner, except any that are expressly accepted in writing and reflected in a Revision or Release issued by Purchaser.

SHIPPING AND BILLING: Seller agrees to properly pack, load and ship goods in accordance with the requirements of Purchaser and involved carriers in a manner that secures safe transportation at the lowest transportation cost; to route shipments in accordance with Purchaser's instructions; and to make no charge for handling, packaging, storage, transportation or drayage of goods unless

otherwise stated in the purchase order. Any charges in excess of the best rates available are subject to adjustment and will be at the expense of Seller. Time for payment shall not begin until correct and complete invoices are received (except for transactions where Purchaser has specified that no invoice is required and payment will be issued against the receiving documents) and proper documentation of all freight charges has been provided, and Seller's cash discount privileges to Purchaser shall be extended until such time as payment is due. Purchaser may withhold payment pending receipt of evidence, in such form and detail as Purchaser may direct, of the absence of any liens, encumbrances and claims on the goods or services covered by the purchase order.

DELIVERY SCHEDULES: Deliveries shall be made both in quantities and at times stated in Purchaser's schedules. Purchaser shall not be required to make payment for goods delivered to Purchaser that are in excess of quantities specified in Purchaser's delivery schedules. Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by the purchase order or any other extra compensation. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Purchaser may direct in subsequent releases. Time is of the essence in Seller's performance hereunder.

REQUIREMENTS: If this purchase is based upon Purchaser's requirements, "buyer's requirements" or words of similar intent in the purchase order shall mean Purchaser's requirements with respect to the consuming location designated on the purchase order, after adjustments for Purchaser's existing inventories, for the product which is the subject of the purchase order, which requirements Purchaser determines subjectively from time to time in its sole discretion to be in its best interests, economic or otherwise, without regard to estimates by Purchaser, historical levels of usage, or any course of performance or dealing. Any specific quantity or quantity range set forth in the purchase order which refers to Purchaser's requirements is merely a good faith estimate of Purchaser's expected requirements for the specified time period, based upon Purchaser's then-existing business conditions, such as the market for Purchaser's steel products, the level of operations at the consuming location, and other changing factors and circumstances, many of which are beyond the Purchaser's ability to foresee or control. Seller acknowledges that no purchase order to purchase any minimum quantity is expressed or implied and that the purchase order does not constitute a "take or pay" contract.

INSPECTION: Notwithstanding payment, passage of title or prior inspection, all items are subject to final acceptance or rejection by Purchaser at the destination specified herein. Seller agrees that Purchaser and its customers shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Purchaser covered by the purchase order. Such inspection of the goods, whether during manufacture prior to delivery or within a reasonable time after delivery shall not constitute acceptance of any work-in-progress or finished goods, whether or not a breach of warranty or other defect had become evident at the time.

WARRANTY: Seller expressly warrants to Purchaser and its customers and their successors and assigns that all goods and services covered by the purchase order will strictly conform to the specifications, drawings, samples or descriptions furnished to or by Purchaser, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Purchaser's intended use and expressly warrants that all goods covered by the purchase order which have been selected, designed, manufactured or assembled by or for Seller will be fit and sufficient for the particular purposes intended by the Purchaser. If the foregoing warranty is breached, Purchaser may, at its election and in addition to any rights or remedies it may have, (i) return such items to Seller at Seller's risk and expense, (ii) require Seller, at its expense to promptly replace or correct such items, (iii) pending redelivery, require repayment of any amounts paid for returned items, (iv) effect cover by purchase or manufacture of similar items or repair such items at Seller's expense, and/or (v) accept or retain non-conforming items and equitably reduce their price. Such remedies are not exclusive, and Purchaser hereby reserves all of its rights and remedies under applicable law.

INDEMNITY: Seller shall defend, indemnify and hold harmless Purchaser and its agents, employees, representatives, officers and directors and its and their respective successors and assigns from and against any and all claims, actions, damages or causes of action at law or in equity, together with any and all losses, costs, and expenses and attorneys fees arising in connection therewith or related thereto (i) that are asserted by any party for damage to property, bodily injuries, diseases or death (including any worker's compensation claims) arising or in any manner growing out of the work governed by the purchase order or (ii) that relate to or arise out of any claim asserted by, through or under Seller or its subcontractors, material men and suppliers (including mechanic's lien claims) or (iii) any breach by Seller of any of the warranties, covenants, terms or conditions of the purchase order, including these Purchase Order General Terms and Conditions. Seller agrees to defend, indemnify and hold harmless Purchaser as set forth above regardless of whether such claims, damages, costs or expenses are caused or alleged to be caused in whole or in part by the conduct, fault or negligence of Purchaser. Notwithstanding the foregoing, Purchaser may be represented in any such legal actions or settlement of such claims by attorneys of its own selection at its own expense. In regards to the foregoing, Seller does hereby expressly and specifically waive its constitutional and statutory immunity from suit and causes of action provided to employers by Section 35, Article II of the Ohio Constitution and O.R.C Section 4123.74, as well as any other similar immunity provided for by any other statute, law or constitution of any applicable jurisdiction. These Purchase Order Terms and Conditions shall be deemed to be and construed as an insured contract.

PATENTS, ETC.: Seller is solely responsible for the selection of the methods or processes by which it carries out the work or supply of goods covered by the purchase order. Seller will defend, indemnify and hold harmless Purchaser against any claims, legal actions, demands, damages, expenses, costs and attorney's fees incident to any infringement or claimed infringement of any patent, trademark, copyright or other intellectual property right in the manufacture, sale and/or use of the articles or materials

covered by the purchase order or connected with the use thereof by Purchaser; provided, however, that Purchaser may, at its election, be represented in any such legal actions or settlement of such claims by attorneys of its own selection at its own expense.

OWNERSHIP AND USE OF DOCUMENTS: Seller agrees that all drawings, field notes, specifications, software, and any other documents, materials or work product, whether in written, audio, video or electronic form, developed for Purchaser or that are unique to the subject matter of the purchase order ("Work Product") shall be the property of Purchaser. Seller agrees to assign all rights, title and interest, including without limitation copyrights, for all such Work Product to Purchaser. Purchaser shall have the right to use any drawings, field notes, specifications, software, and any other documents, materials or work product that were not developed for Purchaser or are not unique to the subject matter of the purchase order, for any purpose pertaining to the Purchaser's installation, operation, maintenance and repair of the goods purchased hereunder including the right to contract with others for the manufacture of replacement parts or the installation of additional or complementary equipment, software or components. Purchaser's failure to take possession of any such drawings, field notes, specifications, software, and any other documents, materials or work product at the time the goods are delivered or the services are rendered by Seller shall not be construed as a waiver of any of Purchaser's rights under this section. Any information provided by Purchaser in connection with this Purchase Order, including but not limited to specifications, samples, plans, documents, data, business operations, volume, pricing, discounts or rebates, disclosed by Purchaser to Seller, whether or not marked, designated or otherwise identified "confidential", is "Confidential Information", and will be treated as proprietary information by the Seller and its affiliates indefinitely. Confidential Information shall not be copied or disclosed to any third party unless authorized by prior written consent of Purchaser. Confidential Information shall only be disclosed within Seller's internal organization to those employees whose duties justify their need to know such information and then only on the basis of clear understanding by such employees of their obligation to maintain the confidentiality of all Confidential Information. Seller represents and warrants that it has in place all the necessary procedures and safeguards to protect and keep secure and confidential all Confidential Information. Seller acknowledges that Confidential Information in written or other tangible form is the property of Purchaser and, upon written request, shall be promptly destroyed or returned to Purchaser, together with all reproduction thereof, in any form, which Seller may have in its possession or control.

GOVERNING LAW: The purchase order and these terms and conditions shall be governed exclusively by the laws of the Commonwealth of Pennsylvania, excluding Pennsylvania conflict of laws provisions. SELLER IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING SEEKING THE ENFORCEMENT OR INTERPRETATION OF THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA IN ALLEGHENY COUNTY, PENNSYLVANIA OR THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA IN PITTSBURGH, PENNSYLVANIA. BY ITS ACCEPTANCE OF THE PURCHASE ORDER, SELLER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF ANY SUCH COURTS, AND WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE PLACING OF VENUE IN ANY SUCH COURTS AND RIGHT TO REMOVE ANY SUCH ACTION OR PROCEEDING TO ANOTHER COURT.

IMPORTED GOODS: Unless otherwise expressly stated on the face of the purchase order or agreed to in writing by Purchaser, all goods purchased hereunder that originate from sources or suppliers based outside the United States of America shall be sold on a Delivered Duty Paid (DDP) basis per *Incoterms 2010* and shipped to Purchaser's consuming location or other delivery point designated on the face of the purchase order. Seller shall act as the importer of record into the United States for all such goods. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) SHALL NOT APPLY TO THE PURCHASE ORDER.

INCORPORATION BY REFERENCE: Any clause required to be included in a contract of this type by any applicable and valid federal, state or local law or administrative rule or regulation having the effect of law shall be deemed to be incorporated herein.

COMPLIANCE WITH LAWS: (A) Seller shall, at all times, comply with all applicable laws, regulations, orders, and rules enforced by any governmental body (including, without limitation, all applicable antitrust, anti-corruption, anti-human trafficking, economic sanctions, export control, health and safety, and environmental laws and regulations, as well as all permits, authorizations, licenses, directives, policies, and other requirements issued by any governmental authority) in connection with this contract. (B) To the extent that any goods and/or services are supplied hereunder by Seller (or any of Seller's agents, vendors, contractors, or subcontractors) to Purchaser for Purchaser's use in the performance of any U.S. government contract or subcontract, Seller shall fully comply with all laws, regulations, and rules applicable to such U.S. government contracts and subcontracts, as may be amended from time to time, including, without limitation, any requirements set forth in clauses that are required to be included in a contract of this type by applicable laws and regulations, which clauses shall be deemed incorporated herein. (C) Seller shall not, in connection with any goods or services provided hereunder, (a) use forced labor, regardless of its form; (b) employ any person below the age of 15, unless it is part of a government-approved job training, apprenticeship, or other program that would be clearly beneficial to the participants; or (c) engage in physically abusive disciplinary practices. (D) If the Seller retains or utilizes any agents, vendors, contractors, or subcontractors to perform work or supply goods or services hereunder, the Seller will use only agents, vendors, contractors, or subcontractors that will adhere to the requirements set forth herein, and the Seller will monitor and ensure such third party's compliance with all requirements set forth herein. (E) When it delivers goods and/or services hereunder, Seller represents and warrants that it has fully complied with all requirements set forth herein. Purchaser may retain an independent third party, or request that Seller retain one reasonably acceptable to Purchaser, to audit the Seller's compliance with such requirements and provide the Seller and Purchaser with written certification of the Seller's compliance, including areas for potential improvement.

ECONOMIC SANCTIONS COMPLIANCE: (A) Seller represents and warrants that, with respect to its supply obligations hereunder and any other agreement with Purchaser, it is currently in compliance with, and shall remain in compliance with, the laws, regulations and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), which prohibit, among other things, engaging in transactions with, and providing services to, certain countries, territories, entities and individuals. Seller represents and warrants that neither Seller nor any person having a beneficial interest in Seller is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC (an "OFAC Listed Person") or (ii) a department, agency, or instrumentality of, or otherwise directly or indirectly controlled by or acting on behalf of, any OFAC Listed Person or the government of a country subject to comprehensive U.S. economic sanctions administered by OFAC, currently Iran, Cuba, Syria, and North Korea (each OFAC Listed Person and each other entity and country described in clause (ii), a "Blocked Person"). (B) Seller further represents and warrants that none of the goods or services that it is supplying to Purchaser originate from or involve, in whole or in part, any Blocked Person. Seller further represents and warrants that no part of the proceeds from any transaction with the Purchaser constitutes or will constitute funds obtained for or on behalf of any Blocked Person or will otherwise be used, directly or indirectly, in connection with any investment in, or any transactions or dealings with, any Blocked Person. (C) Seller hereby acknowledges and agrees that Seller's breach of any of the terms of this section at any time during the term of this contract shall be a material breach of this contract. (D) Seller hereby agrees to indemnify, defend, and hold harmless Purchaser and its officers, directors, and employees from and against any and all claims, demands, damages, costs, penalties, and fines arising in connection with any alleged breach by Seller or its agents, vendors, contractors, and subcontractors of this section. Purchaser may reject, suspend, or cancel any shipment or delivery involving a Blocked Person without penalty or payment for the rejected, suspended, or cancelled goods or services, and/or cancel or terminate this contract or any other agreement with Purchaser, in whole or in part, if it has a good faith basis for believing that Seller or its agent, vendor, contractor, or subcontractor has violated or intends to violate the representations and warranties in this section. If Seller provides goods or services that do not conform with this section, Purchaser has the right to demand that Seller replace the nonconforming goods or services with conforming goods or services that satisfy the quality, size, volume, and any other identifying requirements at no additional charge and on an emergency "rush" basis. Seller will pay all costs, additional fees, penalties, rush payments, and damages for replacing goods or services furnished in violation of this section.

ANTI-CORRUPTION COMPLIANCE: (A) Seller hereby represents and warrants to Purchaser that Seller is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and its purposes and any other anti-corruption law applicable in a jurisdiction in which Seller has conducted or will conduct business and that neither Seller nor any of its agents, vendors, contractors, subcontractors, representatives, or intermediaries/third parties that will be utilized to provide goods or services hereunder has violated any applicable anti-corruption law. In providing goods and services hereunder, Seller represents and warrants that it and each of its directors, officers, and employees, as well as any contractors, subcontractors, agents, representatives, vendors, and any other intermediaries/third parties that it engages pursuant to this contract will comply in full with the FCPA and all other applicable anti-corruption laws. (B) Seller hereby represents and warrants that it has not given, offered, or promised, and will not give, offer, or promise, directly or indirectly, any money or any other thing of value to a Government Official, or to any other individual or entity under circumstances that would cause Seller to know or have reason to know that all or any portion of such money or thing of value has been or will be offered to any Government Official, for the purpose of inducing the Government Official to do any act or make any decision in his or her official capacity or to use his or her influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Seller or Purchaser in obtaining or retaining any business or securing any other improper advantage. (C) For purposes of this contract, a "Government Official" is (i) an officer, employee, or any other person acting in an official capacity for or on behalf of a government, including its departments, agencies, and instrumentalities, a wholly or partially government-owned or government-controlled entity, or a recently privatized government entity; (ii) an officer or employee of an international organization (e.g., World Bank, United Nations); (iii) an officer or employee of a political party, a political party official, or a candidate for political office; (iv) a member of the royal or ruling family of a country; or (v) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities. (D) Seller hereby represents and warrants to Purchaser that Seller has not given, offered, or promised and will not give, offer, or promise, directly or indirectly, any money or any other thing of value to any commercial individual or entity intended to cause the recipient to do something favoring Seller or Purchaser, to refrain from doing something disadvantaging Seller or Purchaser, or otherwise intended to gain Seller or Purchaser an illicit advantage in a commercial transaction. (E) Seller and its directors, officers, employees, contractors, subcontractors, agents, representatives, vendors, and any other intermediaries/third parties that it engages in connection with this contract will not directly or indirectly provide to Government Officials, in connection with or on behalf of Purchaser, (i) any facilitation payments or (ii) charitable and/or political contributions. Seller will obtain advance written permission from Purchaser before providing or paying for any gifts, entertainment, or travel for Government Officials in connection with this contract, other than nominal and customary items that may lawfully be given under local law (i.e., a Purchaser-logo coffee mug). (F) At Purchaser's discretion, Purchaser may provide anti-corruption training to Seller, which will be completed within a reasonable period of time and, in any event, generally prior to beginning performance. (G) Neither Seller nor any of its directors, officers, employees, contractors, subcontractors, agents, representatives,

vendors, or any other intermediaries/third parties that it may engage in connection with this contract is a Government Official or has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business pursuant to this contract, except as disclosed to, and agreed to in writing by, Purchaser. (H) If, during the course of Seller's relationship with Purchaser, Seller learns that it or any of its directors, officers, employees, contractors, subcontractors, agents, representatives, vendors, or any other intermediaries/third parties that it engages in connection with this contract will become a Government Official or an agent, representative, or consultant of a Government Official, Seller will promptly disclose this to Purchaser in writing and will ensure that this contract and continued performance thereunder remains in compliance with U.S. and local laws. (I) Without Purchaser's prior written approval, neither Seller nor any of its directors, officers, employees, contractors, subcontractors, agents, representatives, vendors, nor any other intermediaries/third parties that it engages in connection with this contract will engage any other person to provide goods and services hereunder or make any commitments on behalf of Purchaser to a government, wholly or partially government-owned or government-controlled entity, or Government Official. Seller shall keep Purchaser closely advised of any communications and contacts with Government Officials made on behalf of Purchaser. (J) Seller agrees that it will, at the request of Purchaser and at least annually, certify the continuing accuracy of the anti-corruption representations and warranties set forth in this section. Seller further agrees that, should it learn of information regarding any possible violation of laws and regulations in connection with the provision of goods and services hereunder, Seller will immediately advise Purchaser of such knowledge or suspicion. Seller further agrees that it will cooperate in any resulting investigation by Purchaser or its agents. (K) Purchaser may terminate this contract immediately by written notice for cause in the event that (i) Purchaser forms a reasonable, good faith belief that Seller or one of its directors, officers, employees, contractors subcontractors, agents, representatives, vendors, or any other intermediaries/third parties that it engages in connection with this contract has engaged in conduct in violation of this section or applicable anti-corruption laws in connection with the goods and services provided hereunder; or (ii) the continuation of this contract would violate any applicable anti-corruption laws. In the event of such termination, all existing contractual obligations (including further compensation) may be declared null and void by Purchaser, and all offers outstanding at the time of termination shall be deemed rescinded.

CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM COMPLIANCE: Seller acknowledges that Purchaser is a certified member of the Customs-Trade Partnership Against Terrorism program ("C-TPAT") and that supply chain security is of the maximum importance to Purchaser. Seller represents and warrants that it has reviewed the security measures in place at its facilities and that those measures conform to C-TPAT requirements. Seller further agrees to allow Purchaser or its representatives access to its facilities to evaluate Seller's security measures. Unless otherwise approved by Purchaser, Seller agrees only to utilize carriers (e.g., truck, sea, rail) that are C-TPAT members for the material specified in this contract. Seller shall defend, indemnify, and hold harmless Purchaser from and against all liability, claims, demands, or expenses, including attorneys' or other professional fees, arising from or relating to Seller's noncompliance with this section.

INFORMATION PROTECTION AND SYSTEMS ACCESS: Notwithstanding anything else herein, to the extent that Seller is exposed to Purchaser Data (as defined below), and/or accesses Purchaser Systems or Equipment (as defined below), the following provisions apply: (A) Seller agrees to treat all Purchaser Data with the highest degree of confidentiality, to comply with all applicable Data Protection Laws (as defined below) at all times, and to cooperate with Purchaser as Purchaser may reasonably require to enable Purchaser to comply with all applicable Data Protection Laws at all times. (B) Seller agrees not to access, use, handle, maintain, process, dispose of, or disclose Purchaser Data or access Purchaser Systems or Equipment other than (i) as permitted or required under the purchase order, or (ii) as required by applicable law or regulation, in which case Seller shall first notify Purchaser. Seller further agrees to comply with all Purchaser instructions about Seller's handling of Purchaser Data (e.g., complying with requests to access or delete Purchaser Data and securely dispose Purchaser Data). (C) Seller agrees to limit dissemination of Purchaser Data to Seller's employees whose duties justify their need to know to enable Seller to perform its obligations under the purchase order and who are bound in writing by confidentiality and other obligations sufficient to protect Purchaser Data. Seller shall remain fully liable to Purchaser for Seller's employees' handling of Purchaser Data. (D) Seller agrees to implement administrative, physical, and technical safeguards that are no less rigorous than accepted industry practices (e.g., SOC 2, ISO, PCI-DSS, etc.) to protect the security, confidentiality, integrity, and availability of Purchaser Data. (E) Seller agrees that any and all Purchaser Data that it stores, processes, or maintains will not be stored, processed, or maintained on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium has been approved by Purchaser and is encrypted by Purchaser approved standards. (F) Seller agrees to access Purchaser Data and Purchaser Systems or Equipment by utilizing either Purchaser-provided equipment or Purchaser secure connection portal, as directed by Purchaser. If the parties agree that neither option is feasible, Seller agrees to work with Purchaser to determine an acceptable means of connection and to comply with the security standards that Purchaser sets forth for that connection. (G) Seller represents and warrants that Seller and its employees will not introduce viruses, malware, or other contaminants, will not circumvent, or attempt to circumvent, Purchaser's security or other controls, will not install unauthorized software, and will not cause any other adverse effect or impact on Purchaser Systems or Equipment or Purchaser Data. (H) Should Seller store, host, or process Purchaser Data on Seller's systems, Seller agrees to provide Purchaser with Seller's SOC 2 attestation and penetration test results

(for both the application and the data host) on an annual basis, which Purchaser will review for effectiveness. If Seller does not have a SOC 2 attestation or penetration test, or Purchaser determines that Seller's SOC 2 attestation or penetration test is ineffective or otherwise insufficient, Seller agrees that Purchaser may, at its option, conduct an initial assessment of the effectiveness of Seller's information security program prior to the start of or during the term of the engagement and identify security controls with which Seller agrees to comply throughout the engagement. Seller further agrees to provide to Purchaser annually an attestation of Seller's compliance with such security controls, which Purchaser will review for effectiveness. Seller agrees to promptly cure any deficiencies identified by Purchaser. (I) Seller agrees to notify Purchaser in writing without unreasonable delay, and in no case more than twenty-four (24) hours after its discovery, of (i) any access, acquisition, use, disclosure, modification, or destruction of Purchaser Data not provided for by the purchase order; and/or (ii) any attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Purchaser Systems or Equipment that Seller uses in any way to provide services under the purchase order, or Seller's systems that are, or interact with systems that are, used in any way to provide services under the purchase order. The notification shall include, to the extent possible and on an ongoing basis, all information necessary to enable Seller and/or Purchaser to fully comply with Data Protection Laws, including to provide notice to affected individuals and other interested parties as required by Data Protection Laws. (a) Notwithstanding the foregoing, in the event of an incident covered by this Subsection I, Seller agrees to immediately contain, remedy, and prevent recurrence of the incident. Seller further agrees to take any and all steps required by Data Protection Laws, as well as any additional steps directed by Purchaser, in response to the incident, including, but not limited to, in Purchaser's sole discretion and in accordance with its directions, conducting an investigation, providing required notices, and providing industry standard credit monitoring. Seller, however, shall not provide notice to affected individuals or other interested parties, or inform any other third party of the incident, unless Purchaser directs Seller to do so or Seller is required to do so by law, in which case Seller shall first notify Purchaser. Seller shall be solely responsible for all claims, demands, damages, expenses, costs, penalties, and fines arising from any such incident. (J) Seller agrees to include written information protection and system access provisions that are no less stringent than those set forth in these Purchase Order General Terms and Conditions in all subcontracts with any agents or Subcontractors it uses to perform work under the purchase order, and to maintain, and to provide to Purchaser upon request, a record of all such agents and Subcontractors to whom Seller provides Purchaser Data to perform work under the purchase order. Seller shall remain fully liable to Purchaser for any agent's or Subcontractor's handling of Purchaser Data. (K) At any time during the term of the purchase order at Purchaser's written request, or upon termination or expiration of the purchase order for any reason, all Purchaser Data, including Purchaser Data in the possession of Seller's agents or Subcontractors, shall be returned to Purchaser or destroyed, at Purchaser's election and in accordance with Purchaser's specifications. Seller shall provide written certification of such return or destruction. If the parties agree that return or destruction of Purchaser Data is infeasible, Seller shall extend the protections of these Purchase Order General Terms and Conditions to such Purchaser Data and limit further uses and disclosures of such Purchaser Data to those purposes that make the return or destruction infeasible, for so long as Seller maintains such Purchaser Data. (L) Notwithstanding any other provision in the purchase order or these Purchase Order General Terms and Conditions to the contrary: (i) Upon Seller's breach of any term of this section, Purchaser may take remedial action against Seller, including without limitation terminating Seller's access to Purchaser Data or Purchaser Systems or Equipment, terminating Purchaser's business with Seller without further liability or obligation to Seller, and/or legal action. Seller agrees to pay and/or reimburse Purchaser for any and all costs incurred by Purchaser arising out of any breach or default of this section. (ii) Seller acknowledges that any breach of its obligations in this section may cause Purchaser irreparable harm for which monetary damages would not be adequate compensation. Seller agrees that, in the event of such breach or threatened breach, Purchaser is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Purchaser may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity. (M) For purposes of this section: (i) "Purchaser Data" shall mean all information in any form, including without limitation electronic, verbal, or paper, that Seller creates, receives, accesses, uses, processes, disposes of, transmits, or maintains from or on behalf of Purchaser, that Seller is otherwise exposed to within Purchaser's information systems, or that is provided by an individual user of Seller's service in connection with the services provided to Purchaser pursuant to the purchase order, including without limitation information about an identified or identifiable natural person. (ii) "Purchaser Systems or Equipment" shall mean all Purchaser equipment (e.g., laptops), servers, databases, information systems, networks, hardware, software, programs, and similar items. (iii) "Data Protection Laws" shall mean all federal, state, local, and foreign data protection, breach notification, and privacy laws and regulations applicable to Purchaser Data in each and every jurisdiction where Purchaser Data is collected or otherwise processed pursuant to the purchase order, including without limitation such laws and regulations of each jurisdiction in which Purchaser's employees (including former employees) and other affected data subjects reside (including without limitation the European Union ("EU")).

USS GOODS: Unless otherwise expressly stated on the face of the purchase order or agreed to in writing by Purchaser, Seller shall use all reasonable commercial efforts to procure flat rolled and tubular goods produced by USS in equipment and machinery fabricated, constructed, manufactured or assembled by Seller in accordance with the purchase order, provided that such goods are a component of the requirements specification and can be procured in accordance with all project specifications and schedules. In connection with the Seller's procurement of USS products in accordance with

this provision, if Seller has a lower cost domestic source, the lower cost product will be quoted as an alternative. If Seller cannot procure USS products it shall (1) clearly state that it cannot comply and the reasons for noncompliance in a written response, and (2) procure domestic flat rolled and tubular goods that are melted and manufactured in the United States of America. All flat rolled or tubular goods purchased hereunder shall originate from sources or suppliers based within the United States of America.

REMEDIES: Purchaser may withhold out of amounts otherwise due Seller under the purchase order or any other purchase order with Seller such sums sufficient to compensate itself for any amount at any time that may be owed from Seller to Purchaser in connection with the purchase order or such other purchase order. In addition, Purchaser hereby reserves all additional rights and remedies provided by law or equity.

CANCELLATION: Purchaser may immediately cancel the purchase order, without liability to Seller, in the event of any of the following or any other comparable events: (i) insolvency of the Seller; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of any involuntary petition in bankruptcy against the Seller; (iv) appointment of a receiver or trustee for Seller; or (v) execution of an assignment for the benefit of creditors by Seller. Purchaser reserves the right to cancel all or any part of the purchase order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of the purchase order, including Seller's warranties and these Purchase Order General Terms and Conditions; (b) fails to perform services or deliver goods as specified by Purchaser; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and Seller does not correct such failure within three (3) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of notice from Purchaser specifying such failure or breach. Purchaser may also terminate all or any part of the purchase order for its own convenience, in which case Seller shall be entitled to, but only to, an equitable amount not in excess of its verified direct costs reasonably expended or committed to third parties prior to the notice of termination (less salvage value and any other amounts recoverable by Seller). The payment required by the foregoing sentence shall constitute Purchaser's sole liability in the event of termination for Purchaser's convenience. Seller shall use its best efforts to minimize any such costs.

NON-ASSIGNMENT: Seller may not assign or delegate its own rights or obligations under the purchase order without Purchaser's prior written consent.

AUDIT: (A) Seller, in accordance with generally accepted accounting principles, shall establish an accounting system and maintain current, accurate and complete books and records (whether in printed, electronic or other format) covering (i) all costs, expenditures and revenue associated with the work performed or goods supplied, (ii) all amounts invoiced to and paid by Purchaser hereunder, (iii) all claims and other matters involving the business relationship between Seller and Purchaser hereunder, and (iv) any other matters relating to the purchase order (Seller's foregoing and other below identified records being hereinafter called "Books and Records"). (B) Seller's Books and Records shall also include (without limitation) all records relating to any (i) changes or extra work, (ii) disputed work, (iii) claim(s) for requested adjustment of the price or time schedule, (iv) entertainment and gifts, (v) business, financial or other transactions between Seller and any Purchaser employees, (vi) allowable termination costs and/or other allowable charges covered under the purchase order, (vii) gifts, entertainment, or travel for Government Officials, (viii) business, financial or other transactions between Seller and Government Officials, and all other books and records of Seller relating to the purchase order. (C) Seller's Books and Records shall be maintained, preserved and open to inspection and/or audit by designated Audit representatives of Purchaser during reasonable business hours during the life of the purchase order and for a period of seven (7) years thereafter. In connection with any audit covered hereunder, Seller shall, at all times, cooperate fully with designated representatives of Purchaser (i) in arranging interviews with any current or former employees of Seller, (ii) in providing reasonable and appropriate on-site workspace for use by such designated representatives, and (iii) in otherwise producing or making available all Books and Records covered by this provision. (D) Seller, through appropriate provision in its subcontracts and purchase orders, shall require its subcontractor(s) and/or supplier(s) to (i) similarly maintain and preserve current, accurate and complete books and records (as described under this section) relating to each subcontract and/or purchase order awarded or issued by Seller in connection with the purchase order, (ii) permit the inspection and/or audit thereof by Purchaser upon the conditions and time period as provided in this section, and (iii) cooperate fully in the performance of any inspection and/or audit by designated representatives of Purchaser hereunder. (E) Any failure by Seller to cooperate fully in producing or making available all Books and Records covered by a Purchaser audit request hereunder, so as to permit a timely and complete inspection and audit thereof by Purchaser, or any other failure by Seller to comply fully with any of the provisions of this section shall entitle Purchaser to terminate the purchase order for Seller's default.

LIEN WAIVERS; OWNERSHIP: If goods covered by the purchase order are to be fabricated, assembled or installed in whole or in part upon Purchaser's premises, Seller shall keep such premises free of all mechanic's and similar liens arising in connection with work or goods covered by the purchase order and shall execute or cause to be executed and submit with each invoice such lien waivers, sworn statements and related forms as Purchaser shall request. Seller shall execute such documents as Purchaser may reasonably require as evidence of Purchaser's interest in any equipment or property owned by Purchaser in the possession of Seller.

ENVIRONMENTAL; HEALTH; SDS (SAFETY DATA SHEET); SAFETY: All materials supplied under the purchase order must satisfy current governmental and safety regulations on all restricted, toxic and hazardous materials; as well as environmental, electrical, and electromagnetic considerations (applicable to the country of manufacture and sale) and ANSI, ASME and all other national consensus safety standards. A SDS for all products purchased MUST be electronically submitted to SDSUSS@sk.uss.com. This submission must indicate which facilities will receive the product(s) and all submitted SDS must be compliant with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and must be in the Globally Harmonized System

of Classification and Labeling Chemicals (GHS) required format. If the submitted SDS do not meet the SDS requirements previously described herein, Purchaser reserves the right to cancel future purchases of product(s) until such time that an acceptable SDS is submitted. SDS must be submitted with the initial shipment of each purchased product and at any time that the SDS is revised. All containers of hazardous materials shall be properly labeled in accordance with Section 1910.1200, paragraph (f) of the O.S.H.A. hazards communication standard. Containers not meeting these labeling requirements shall be subject to refusal of delivery at the receiving location and will be returned at the expense of Seller. Seller shall adhere to all plant specific safety requirements including those referenced in Safety Specification S-001. All contractors, delivery drivers, sales and service personnel, subcontractors and general visitors shall comply with all plant specific safety exhibits listed in Safety Specification S-001 and/or plant visitor rules and other applicable safety and security requirements of the Purchaser. Additional copies of Safety Specification S-001, visitor rules and security requirements are available from the plant Safety Departments.

PURCHASING AGENT: In instances where the banner on the face of the purchase order shows an entity other than United States Steel Corporation, such other entity shall be the "Purchaser" for all purposes hereunder and United States Steel Corporation will only be acting as its agent. Seller agrees that United States Steel Corporation as agent shall have no liability whatsoever under such purchase order and Seller shall look solely to such entity as the Purchaser in all respects.

TAX INSTRUCTIONS: Seller shall be responsible for and shall pay and hold Purchaser harmless from any and all federal, state, local or foreign taxes, fees, premiums or surcharges measured or based, in whole or in part, on the net income, net profits, gross income, gross profits or gross receipts applicable to amounts received by Seller under the purchase order, and all excise, privilege, net worth, capital, franchise, commercial activity, value added and occupational taxes or any other taxes, fees, premiums or surcharges applicable to amounts received by Seller under the purchase order on all materials and supplies furnished or work performed by Seller, including any real or personal property tax assessed against any and all real or personal property owned or used by Seller in the performance of its obligations under the purchase order as well as all sales and use taxes imposed on materials included in real estate construction.

Purchaser shall be responsible for sales and use taxes imposed by any state or local jurisdiction on the purchase price of personal property or services purchased under the purchase order. For those states in which Purchaser has a direct pay permit, Purchaser will provide Seller with a copy of the direct pay exemption certificate in lieu of payment of any sales or use tax. Note that for Alabama, a direct pay permit is not applicable to leases or rentals of tangible personal property. Seller shall comply with reasonable requests to include sufficient detail on its invoices so Purchaser may properly determine the tax base for any sales and use tax. Seller will exercise a good faith effort to reduce the overall transaction taxes relating to purchases of goods and services and extend to Purchaser the benefit of any tax savings. Such efforts shall include but not be limited to the use of resale certificates and claiming certain exceptions when reasonably available.

Seller is responsible for paying sales tax on materials purchased for real estate construction. Seller is taxable as the consumer of materials in real estate contracts. Seller is expressly prohibited from using Purchaser's direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order. Seller shall obtain either its own direct pay permit or resale exemption certificate for use in such regard. Seller shall extend to Purchaser the benefit of any tax savings realized by Seller through such exemption certificate.

For Indiana real property construction, Seller is responsible for paying sales tax on materials purchased for lump sum real estate construction contracts. Seller is taxable as the consumer of materials in real estate contracts. Seller is expressly prohibited from using Purchaser's direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order. Seller shall obtain either its own direct pay permit or resale exemption certificate for use in such regard. For time and materials real estate construction contracts, Purchaser will provide Seller with a copy of its direct pay permit exemption certificate to be used for purchases of materials to be incorporated into real estate. Purchaser will pay tax to the Indiana Department of Revenue on materials transferred to Purchaser under the purchase order.

For Minnesota real property construction, Seller is responsible for paying sales tax on materials purchased for real estate construction. Seller is taxable as the consumer of materials in real estate contracts. Seller is expressly prohibited from using Purchaser's direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order, unless Purchaser and Seller have signed a Purchasing Agent Contract. For purchases of building materials for Special Purpose Buildings, Seller will act as Purchaser's purchasing agent for the materials. Purchaser will purchase the materials to be incorporated into real estate. Seller will not pay tax on such materials during the performance of the contract. Purchaser and Seller will sign a Purchasing Agent Contract stating the terms of the purchasing relationship. The Seller will give a letter with the information from the written contract and a copy of Purchaser's direct pay permit to the vendor.

For Illinois real property construction, Seller is responsible for paying sales tax on materials purchased for real estate construction. Seller is taxable as the consumer of materials in real estate contracts. Seller is expressly prohibited from using Purchaser's direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order. For purchases of building materials when work is performed within the Southwestern Madison County Enterprise Zone, Purchaser will obtain a Certificate of Eligibility for Sales Tax Exemption. Purchases of building materials for incorporation into real estate in an enterprise zone will be exempt.

For Texas real property construction, Seller is responsible for paying sales tax on materials purchased for lump sum real estate construction contracts for new construction. For time and materials real estate construction contracts for new construction, Purchaser will be responsible for sales tax on materials to be incorporated into real estate. For locations for which Purchaser has a direct pay permit, Purchaser will provide Seller with a copy of the direct pay exemption certificate in lieu of payment of any sales or use tax. Seller is expressly prohibited from using this direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order. For real property repair contracts, Purchaser will be responsible for sales tax on labor and on materials to be incorporated into real estate. For locations for which Purchaser has a direct pay permit, Purchaser will provide Seller with a copy of the direct pay exemption certificate in lieu of payment of any sales or use tax. Seller is expressly prohibited from using this direct pay permit for purchases of material, equipment, supplies or services for use in the performance of any work or supply of goods governed by the purchase order.

Please contact the Tax Department (salesandusetax@uss.com) to receive direct pay permits or exemption certificates. When requesting certificates, please include the purchase order and a current invoice, if available.

MISCELLANEOUS: Seller and Purchaser are independent contracting parties and nothing in the purchase order, including these Purchase Order General Terms and Conditions, shall make either party the agent, partner, joint venturer or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The failure of either party at any time to require performance by the other party of any provision of the purchase order, including these Purchase Order General Terms and Conditions, shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the purchase order, including these Purchase Order General Terms and Conditions, constitute a waiver of any succeeding breach of the same or any other provision. If any term of the purchase order, including these Purchase Order General Terms and Conditions, is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the purchase order shall remain in full force and effect. The purchase order, together with the attachments, exhibits or supplements specifically referenced in the purchase order constitutes the entire purchase order between Seller and Purchaser and supersedes all prior oral or written representations, proposals and purchase orders.