

**CONSIGNMENT SUPPLIER AGREEMENT (AMUSA-105)
FOR ARCELORMITTAL USA COMPANIES (February 2013)**

This **CONSIGNMENT SUPPLIER AGREEMENT AMUSA-105** ("Consignment Supplier Agreement") is made as of _____ (Date)

Between:

Full Legal Name of seller ("Consignor")	Full Legal Name of ArcelorMittal Company ("AM")	
State of Incorporation	State of Incorporation	
Address of Consignor	Address of AM	
Consignor Signature	AM Signature - Procurement	AM Signature - Operations
Title – Printed	Title – Printed	Title – Printed
Officer Name-Printed	Name – Printed	Name – Printed

Each of AM and Consignor shall be a "Party."

For good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, AM and Consignor agree as follows:

1. Term and Termination.

(a) This Consignment Supplier Agreement shall take effect as of the date first set forth above and shall continue thereafter until terminated by either Party as set forth below.

(b) Either party may terminate this Consignment Supplier Agreement upon ninety (90) days prior written notice to the other party.

2. Additional Terms; Consignment of Consignor's Goods.

(a) The terms and conditions in the AMUSA-100 Purchase Order for ArcelorMittal USA, Inc. and Companies, as amended from time to time, accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>, (the "AMUSA-100 Terms and Conditions") are incorporated by reference as if written in full into this Consignment Supplier Agreement. In the event of a conflict between the AMUSA-100 Terms and Conditions and the other terms and conditions in this Consignment Supplier Agreement, the other terms and conditions in this Consignment Supplier Agreement will prevail over the AMUSA-100 Terms and Conditions. For purposes of clarification, while the AMUSA-100 Terms and Conditions prohibiting liens are subject to Consignor's rights under Section 5 herein, the AMUSA-100 Terms and Conditions governing prohibiting liens shall apply to Consigned Inventory (as defined below) that becomes the property of AM.

(b) Consignor shall furnish on consignment to AM certain materials or goods (collectively, the "Consigned Inventory") to the consignment location(s) (the "Consignment Locations") identified in Exhibit A attached hereto and made a part hereof, as may be amended by the Parties in writing from time to time. The quantity of items in Consigned Inventory shall be as the Parties mutually agree.

(c) Until AM has paid in full for an item of Consigned Inventory, said item of Consigned Inventory shall remain the sole and exclusive property of Consignor, except that any item of Consigned Inventory, once installed on AM's equipment or facilities, shall at that time become the property of AM. With respect to Consigned Inventory items that remain the property of Consignor, Consignor reserves the right, upon 24-hours prior written notice to AM, to withdraw or remove any and/or all items of Consigned Inventory controlled or held by or in the possession of AM during AM's normal business hours, and shall only withdraw or remove items of Consigned Inventory in a manner not interfering with AM's operations.

(d) AM agrees to accept promptly the delivery and custody of all items of Consigned Inventory and to promptly and properly store and care for such Consigned Inventory. AM shall store such Consigned Inventory at a storage area at AM's premises acceptable to Consignor (the "Storage Area"), and AM shall at all times segregate Consigned Inventory from all items of AM's own inventory and other property. AM shall designate such Storage Area as being used exclusively for the storage of Consigned Inventory.

(e) AM shall bear all risk of loss and pay for all loss and expense to Consignor resulting from or related to damage to, or theft or loss or destruction or deterioration of, Consigned Inventory. AM shall keep Consigned Inventory free of all liens and encumbrances arising by, through or under AM, including but not limited to mechanics' liens.

(f) Consignor shall regularly inspect, examine and take account of the items of Consigned Inventory at AM's premises; and AM shall at all times during AM's regular business hours allow, authorize and enable Consignor to have access to AM's premises and the Storage Area to conduct such inspection, examination and accounting of Consigned Inventory.

(g) With respect to Consigned Inventory, the relationship hereby created between Consignor and AM is solely that of consignor-consignee. Neither Party is the agent or other legal representative for the other Party, and neither Party shall assume or assert any obligation of any kind (express or implied) on behalf of the other Party or bind the other Party in any manner whatsoever. Nothing in this Consignment Supplier Agreement shall authorize or empower either Party to assume or create any obligation or responsibility (express or implied) on behalf or in the name of the other Party or to make any representation, warranty or commitment on behalf of the other Party.

3. Purchase of Consigned Inventory.

AM shall be deemed to have purchased an item of Consigned Inventory upon AM's removal of such item of Consigned Inventory from the Storage Area for use. As a result of each of Consignor's inspections, examinations and accountings of Consigned Inventory pursuant to Subsection 2(f) of this Consignment Supplier Agreement, Consignor shall determine the amount of Consigned Inventory used by AM ("Used Inventory"), notify AM of the amount of Used Inventory and issue to AM an invoice for payment for the Used Inventory.

4. Pricing.

Consignor shall invoice AM for Used Inventory at the prices listed in Exhibit A. Unless otherwise agreed between AM and Consignor, payment terms shall be forty-five (45) days after the date of Consignor's invoice, subject to the issuance of payment on 10th or 25th of the month.

5. Financing Statement.

AM consents to and agrees that Consignor may file with any governmental entities and/or agencies (including but not limited to the Secretary of State of AM's Jurisdiction of Organization), a financing statement in accordance with the Uniform Commercial Code indicating that Consigned Inventory is the sole and exclusive property of Consignor.

6. Survival of Rights and Obligations.

The rights and obligations of AM contained in this Consignment Supplier Agreement arising from or related to returning Consigned Inventory upon Consignor's notice or demand therefor and/or requiring AM to pay Consignor's invoices (including but not limited to those in Sections 2 through 4 of this Consignment Supplier Agreement) and any other rights and obligations of the parties that by their nature should survive the termination of the Consignment Supplier Agreement, shall survive the termination of this Consignment Supplier Agreement until all such rights and obligations have been performed or satisfied or until such rights or obligations have terminated in accordance with their own terms.

7. Insurance.

AM shall have the obligation and responsibility to provide property and casualty insurance coverage, subject to AM's deductibles and self-insured retentions under its general program of business insurance, for Consigned Inventory at AM's premises. Such property and casualty insurance coverage may be provided under AM's existing insurance policies. AM agrees that such insurance coverage for Consigned Inventory shall: (i) be in an amount at least equal to the retail value of Consigned Inventory; and (ii) name Consignor as the loss payee. Upon the written request of Consignor, AM shall deliver to Consignor a certificate of insurance demonstrating that such insurance coverage is then in effect for Consigned Inventory and that such insurance coverage complies with the terms of this Section 7.

8. Notices.

All notices and communications concerning this Consignment Supplier Agreement shall be in writing and shall be deemed to have been fully given upon personal delivery, or the next business day if sent via a nationally recognized overnight courier service, or three (3) days after being sent by certified mail, postage prepaid, via the United States Postal Service. The notices and communications shall be addressed to the parties at the addresses for each set forth on the first page of this Consignment Supplier Agreement; and if to AM, with a copy to:

ArcelorMittal USA Inc.
3300 Dickey Road
East Chicago, IN 46312
Attention: Purchasing

A party may change the address for the receipt of notices and communications at any time by giving notice thereof to the other party hereto.

9. Assignment.

This Consignment Supplier Agreement may not be assigned, in whole or in part, by either party without the written consent of the other party, and any attempt to do so shall render such assignment null and void; provided, however, that notwithstanding anything herein to the contrary, and without in any way limiting any other of AM's rights, AM shall have the right upon written notice to Consignor to assign this Consignment Supplier Agreement and AM's rights or obligations under this Consignment Supplier Agreement to (i) any person who acquires all or substantially all of AM's business assets to which this Consignment Supplier Agreement pertains, and (ii) any of AM's affiliates. This Consignment Supplier Agreement shall be binding upon each party and its heirs, successors and consented assigns. For purposes of this Consignment Supplier Agreement, AM's affiliates shall mean (i) AM and any person or entity directly or indirectly controlling, controlled by, or under common control of AM, (ii) I/N Kote, and (iii) I/N Tek.

10. Governing Law.

This Consignment Supplier Agreement shall be governed by, and construed in accordance with, the laws of the State where Consigned Inventory is furnished. The Parties to this Consignment Supplier Agreement do each irrevocably submit themselves to the venue and personal jurisdiction of the State Courts or the United States District Court with primary jurisdiction where the Consigned Property is furnished in connection with any and all claims, allegations, causes of action or legal proceedings related to or arising from this Consignment Supplier Agreement ("Controversies"). The Parties further agree that any and all actions founded upon such Controversies shall be brought and prosecuted exclusively in such Courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any goods or services delivered or performed under this Consignment Supplier Agreement.

11. Further Assurances.

From time to time, without any further consideration, each Party shall execute and deliver to the other Party such additional documents and/or instruments as may be reasonably necessary to consummate the transactions contemplated by this Consignment Supplier Agreement.

12. Miscellaneous.

Except as herein expressly provided, the rights and remedies provided herein shall be cumulative and the exercise thereof by any Party hereto shall be without prejudice to the enforcement of any other right or remedy authorized by law, equity or this Consignment Supplier Agreement against the other Party. No delay, omission, or forbearance by a Party in the exercise of any right, power or remedy conferred upon such Party by this Consignment Supplier Agreement and/or by law or equity, nor any continuance by a Party of its performance shall be a waiver of that right, power or remedy, or a waiver or excuse of the event giving rise to the same. The single or partial exercise of a right, power or remedy does not preclude its further exercise from time to time and as often as may be deemed expedient by a Party. In case any one or more of the provisions contained in this Consignment Supplier Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Consignment Supplier Agreement, and this Consignment Supplier Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. This Consignment Supplier Agreement shall not be binding unless fully executed by the parties (including dual signatures by AM).

13. Entire Consignment Supplier Agreement.

This Consignment Supplier Agreement, together with any and all exhibits and schedules attached hereto and/or documents and instruments executed in connection herewith and/or incorporated herein by reference, contains the entire understanding of the Parties concerning the subject matter hereof, and there are no promises, agreements, conditions, understandings, warranties or representations (oral or written, express or implied) regarding the subject matter of this Consignment Supplier Agreement other than as set forth in this Consignment Supplier Agreement. This Consignment Supplier Agreement is, and is intended by the Parties hereto to be, an integration of any and all prior agreements or understandings (oral or written) with respect to the subject matter of this Consignment Supplier Agreement, and this Consignment Supplier Agreement shall not be amended or modified except upon the mutual written agreement of the Parties. This Consignment Supplier Agreement expressly excludes any terms or conditions in any invoice or other instrument furnished by Consignor in the course of performance of this Consignment Supplier Agreement. Any reference whatsoever to, or any incorporation in any way whatsoever of, any bid, proposal, offer or quote of Consignor in any part of this Consignment Supplier Agreement shall mean and include no more than the price, schedule, quantity and/or quality terms (so long as those terms meet or exceed the requirements in the AMUSA-100 Terms and Conditions) of Consignor's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Consignor's general terms and conditions of sale or performance.

14. Counterparts.

This Consignment Supplier Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Consignment Supplier Agreement, which shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Consignment Supplier Agreement may be executed by way of telephonic transmission facsimile counterparts, with such facsimile counterparts having the same force and effect as originally executed counterparts.

IN WITNESS WHEREOF, AM and Consignor have each executed this Consignment Supplier Agreement by causing their duly authorized representative(s) to affix their signature(s) above.

EXHIBIT A

To Consignment Supplier Agreement

Consignment Location: _____

Consigned Inventory and Prices that are the subject of this Consignment Supplier Agreement are as follows:

Product

Price