



ArcelorMittal

Terms and Conditions

Last update September 9th 2025

ARCELORMITTAL MEXICO

TERMS AND CONDITIONS OF SALE OF WIRE DRAWING PRODUCTS

ALL SALES BY ARCELORMITTAL MÉXICO S.A. DE C.V., ITS AFFILIATES AND/OR SUBSIDIARIES (COLLECTIVELY "SELLER"), AND THE INDIVIDUAL OR LEGAL ENTITY WHO MAKES THE PURCHASE (COLLECTIVELY "BUYER") AND IN THE NAME DESIGNATED THE "PARTIES" ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (T&C).

THESE TERMS AND CONDITIONS SHALL BE OVER ANY ADDITIONAL TERMS, INCLUDING, BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDERS, QUALITY MANUALS OR REQUIRED IN ORDER TO ACCESS OR PARTICIPATE IN ANY ONLINE SHOPPING PORTALS, UNLESS PREVIOUSLY ACCEPTED IN WRITING BY SELLER. Acceptance of the purchase order or commencement of fulfillment does not constitute and shall not be construed as acceptance of Customer's Terms and Conditions. Buyer's consent to these T&C shall be deemed exercised and valid when (i) Buyer receives Seller's order confirmation and the purchase order is accepted, (ii) when Seller is directed to start production or ship any material after order confirmation or purchase order acceptance, (iii) acceptance of part or all of the required goods, (iv) when Buyer has made previous purchases subject to these same T&C. Buyer and Seller agree that T&C contained herein are accepted in good faith as the applicable and final Terms and Conditions.

1. ENTIRE AGREEMENT. Buyer and Seller expressly agree that Seller may modify these T&C when such changes arise due to modifications to its legal, fiscal, administrative obligations, etc., or when it is necessary for the continuity of its operations. Such modifications shall be binding on Buyer upon written notice.
2. PURCHASE PRICE. The purchase price of the material shall be stated on the order confirmation and/or on the applicable purchase order accepted by Seller; Buyer agrees that Seller shall at all times have the right to modify all of its quotations. The parties further agree that Seller's price list may be updated at any time without notice. The foregoing shall not affect purchase orders previously entered into between the parties, unless otherwise agreed by the parties.
3. MODIFICATION/CANCELLATION OF PURCHASE ORDER. Buyer may not modify, cancel and/or alter the purchase order in any way after it is received by Seller without Seller's prior written consent by updating the purchase order, which must be accepted by Seller. Any modification, cancellation and/or alteration shall be subject to the terms and conditions negotiated at such time, which include Seller's protection against loss. The validity of purchase orders is 30 calendar days from the date of order confirmation.
4. LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SELLER'S ORDER CONFIRMATION, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR IDENTITY FOR A PARTICULAR USE, AND THE PARTIES AGREE THAT THESE ARE DISCLAIMED RESPECTIVELY. SELLER ACCEPTS NO LIABILITY OR RISK TO BUYER OR ANY THIRD PARTY RELATING TO OR ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE, FAILURE, EFFICACY, DURABILITY OR ANY DEFECT IN THE WHOLE OR ANY PART OF THE PRODUCT OR PRODUCTS MANUFACTURED, OR INCORPORATING OR USING THE PRODUCTS SOLD HEREUNDER.
5. LIMITATIONS OF LIABILITY. SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS AGAINST WHICH THE CLAIM IS MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, SHIPPING COSTS, DOWNTIME, LOST PROFITS OR LOST SALES. AT SELLER'S DISCRETION, BUYER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO THAT PORTION OF MATERIAL PROVEN NOT TO CONFORM TO THE MATERIAL SPECIFICATION IN SELLER'S ORDER CONFIRMATION, SHALL BE LIMITED TO: REFUND OR CREDIT OF THE SALES PRICE OF SUCH PRODUCTS UPON RETURN AUTHORIZATION OR NEGOTIATION AGREED TO IN WRITING BETWEEN SELLER AND BUYER.
6. LIMITATIONS OF LIABILITY FOR DELIVERY DELAYS. Unless otherwise agreed by the parties, delivery dates are approximate. In no event shall Seller be liable for any claim for labor or for any special, indirect, incidental or consequential damages, including but not limited to demurrage charges, shipping costs, downtime, loss of profit or sales, or any other damages resulting from delay in delivery. Buyer's acceptance of the goods constitutes a waiver by Buyer of any claim for damages on account of delay in delivery.
7. TRANSPORTATION CHARGES. Unless specified in Seller's order confirmation, price

quotations include shipping costs.

8. PROPERTY OF THE GOODS, RISK OF LOSS. All deliveries will be incoterm "DAP" (Incoterms©2020), considering the freight cost according to the current freight rate for ArcelorMittal Mexico. For those products where the price will be established at destination, any charges for changes, handling, storage, demurrage or other additional services shall be borne by Buyer, unless otherwise stated in the order confirmation by Seller. Notwithstanding Seller's right to collect for the goods, Seller shall retain title to the goods delivered until Seller has received payment in full of the agreed price for the material delivered. Buyer shall not have the right to divert such shipment without Seller's prior authorization. Buyer agrees that Seller reserves the right to select the method of transportation.
9. TAXES AND DUTIES. Prices quoted do not include taxes or other levies. All taxes of any kind levied by any governmental authority, whether federal, state, municipal, foreign or otherwise, which Seller is required to pay in connection with the production, sale, purchase, delivery, storage, processing, use, consumption or shipment of the material sold, shall be the responsibility of Buyer. This shall also apply in the case of export orders, where responsibilities for any tariffs, as well as the handling and attention of any tariff restrictions or special import restrictions and any other customs forms or requirements associated with the importation of the material shall be the responsibility of the Buyer.
10. FORCE MAJEURE. Seller shall not be responsible for cancellations or delays in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to acts of force majeure or acts of God, and acts of Buyer; strikes, road or other lockouts, labor disturbances regardless of whether Seller is able to resolve such strikes or disturbances; mill conditions; temporary or permanent shutdown of the mill; equipment failure; inability to obtain power, material or parts; war; acts of terrorism; riots; transportation delays; equipment repairs; epidemics; floods; fires; unusual severe weather conditions; accidents; or other contingency not planned for at the time the purchase order was placed.
11. PAYMENT TERMS. Terms of payment shall be agreed upon by Buyer and Seller in the purchase order. If Buyer fails to make full or partial payments or refuses to make any extra charges or price increases, Seller shall have the right to: (i) immediately suspend performance and cancel those portions of orders not yet completed, or (ii) continue with the order, given the extension of time for performance, necessitated by the time of suspension and interest shall accrue on unpaid invoices after their net due dates. Interest charges for invoices shall be calculated using an interest rate of 15% per annum or any rate subject to negotiation. Seller has the right to demand payment of the full purchase price, including any increase or extra charge in price, for products that have already been delivered or are still in process. Seller has the right to hire an attorney to collect the balance due and Buyer agrees to pay all collection costs incurred by Seller, including Seller's attorney's fees. Payment and therefore invoicing shall be made in the currency in which the material was quoted, respecting the amount and currency of the purchase order. If it is decided to change the currency, the exchange rate of the day of issuance of the invoice by ArcelorMittal México must be used.
12. OFFSETS. Buyer hereby authorizes Seller to apply any credit or funds that Buyer, or any of its subsidiaries, affiliates or parent, now or hereafter owes to Seller for the payment of any products or services that may become due to Seller.



ArcelorMittal

13. AGREEMENT AND SATISFACTION. Checks or payments, whether in full or in part, received from or on account of Buyer, regardless of written statements or documents, shall be applied by Seller in favor of Buyer's indebtedness, Seller's rights being fully reserved.
14. CREDIT. The specifics of this item shall be as agreed between Buyer and Seller based on the customer's payment terms. To be eligible for credit, Buyer represents and warrants that it is creditworthy and that it can and will pay for the products sold to Buyer in accordance with these Terms and Conditions. Seller may, at its discretion, suspend production or terminate the agreement if, in Seller's opinion, Buyer's credit is affected, until Seller has received payment in full.
15. CONFIDENTIALITY. Any information relating to prices, products, processes, quotations, trade secrets, business relationships, including but not limited to the foregoing (the "Confidential Information"), which is provided to Buyer by Seller is the property of Seller and Buyer agrees to keep confidential during the term of the parties' business relationship and until one year after the termination of the business relationship, and until one year after the termination thereof, and shall only be used by Buyer in connection with the sale and shall not be used for any other purpose or disclosed or disclosed to any third party without Seller's prior written consent. All of the foregoing is subject to the Federal Antitrust Law. Buyer shall be liable for any loss to Seller or commercial benefit to others for unauthorized use of confidential information caused by Buyer's failure to comply with this provision.
16. TECHNICAL ADVICE. Seller assumes no obligation or liability for technical advice given to Buyer.
17. GOVERNING LAW. This agreement shall be governed, interpreted and enforced in accordance with Mexican law by the federal civil code, federal commercial code and its correlatives in force on the subject matter in accordance with the applicable jurisdiction of the state of Nuevo Leon.
18. MEDIATION. Buyer and Seller will attempt, in good faith, to negotiate and resolve any dispute arising out of or relating to the sale. In the event a dispute arises, representatives of Buyer and Seller will meet at least once at Seller's premises and attempt, in good faith, to resolve the dispute. For this purpose, Buyer and Seller may request a meeting to be held within fifteen (15) business days after written notice from either party, specifying time, date and place. The meeting shall be attended by legal representatives of both parties with the due powers to resolve the controversy. IF BUYER AND SELLER CANNOT MEET WITHIN FIFTEEN (15) BUSINESS DAYS, OR IF BUYER OR SELLER DO NOT RESOLVE THE DISPUTE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE SET FOR THE FIRST MEETING, BUYER AND SELLER AGREE TO SUBMIT THE DISPUTE TO ALTERNATIVE DISPUTE RESOLUTION METHODS IN THE CITY OF MONTERREY, NUEVO LEÓN. BUYER AND SELLER AGREE THAT THEIR PARTICIPATION IN SUCH MEDIATION SHALL SUSPEND ANY LEGAL ACTION THAT EITHER PARTY MAY WISH TO PURSUE WHILE SUCH MEDIATION REMAINS EFFECTIVE AND IN FORCE. Mediation involves both parties in a dialogue with each other through the intervention of an impartial person (the mediator), in an attempt to reach a voluntary agreement. The mediator does not have the power to make binding decisions or to force an agreement between the two parties. Buyer and Seller agree that the entire mediation process is confidential. Buyer and Seller must give written notice of their desire to commence formal mediation and the mediation session must be held within forty-five (45) calendar days of such notice. Buyer and Seller together shall summon the agreed upon mediator. If Buyer and Seller are unable to agree on an appointment with the mediator within seven (7) calendar days after notice of the desire for mediation, Buyer and Seller may apply to the arbitration center in the city of Monterrey, Nuevo Leon, to request an appointment with a mediator. The mediation shall be held in Monterrey, Nuevo Leon. The Buyer and the Seller agree that the expenses derived from the mediation shall be divided in equal parts for both parties.
19. JURISDICTION. BUYER EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF MONTERREY, NUEVO LEÓN, AND WAIVES ANY OTHER JURISDICTION THAT MAY NOW OR IN THE FUTURE BE APPLICABLE.
20. STATUTE OF LIMITATIONS. BUYER AND SELLER AGREE THAT ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SALE SHALL BE DEALT WITH WITHIN ONE (1) YEAR AFTER THE GOODS ARE DELIVERED TO BUYER.
21. NONWAIVER. Seller reserves the right to enforce these Terms and Conditions at any time and nothing shall be deemed waived unless such waiver is in writing and signed by an officer authorized by Seller.
22. SEVERABILITY. If any provision or portion of these Terms and Conditions is declared invalid, illegal or unenforceable under applicable law, the parties agree that the applicable provision shall be deemed omitted or modified in accordance with applicable law, provided that the validity, legality and enforceability of the remaining provisions or portion of the provisions shall remain in full force and effect.
23. AUDIT. Unless otherwise agreed in writing by Seller, Buyer does not have the right to audit any books or records of Seller, including, but not limited to, applicable purchase orders or order confirmations.
24. INDEMNIFICATION. Buyer shall indemnify Seller against any loss, damage, judgment, liability or claim (including costs and attorneys' fees) caused by Buyer's acts not authorized by these Terms and Conditions or by any act of Buyer that is wrongful, negligent, or in bad faith.
25. ANTI-CORRUPTION LAWS. Buyer and Seller agree at any time, either during the performance and fulfillment of the Terms and Conditions and/or any business relationship, to offer, promise or give by itself or through an intermediary person, money, valuables or any other gift, to any public servant, their employees or any person under their charge, where such action or omission may constitute a breach of law, such as theft, fraud, bribery or trading in influence and any analogous that may exist respectively.
26. INTERNATIONAL TRADE SANCTIONS. THE PARTIES AGREE THAT THE SALE OF PRODUCTS IN COMPLIANCE WITH THE INTERNATIONAL LAWS TO WHICH MEXICO IS A PARTY, INCLUDING THOSE LAWS ON INTERNATIONAL TRADE, THE PARTIES AGREE THAT THEY SHALL COMPLY AT ALL TIMES WITH APPLICABLE LAW. BUYER REPRESENTS AND WARRANTS COMPLIANCE AT ALL TIMES WITH APPLICABLE TRADE SANCTIONS LAWS. BUYER SHALL ENSURE THAT: (I) NO GOODS, SERVICES OR TECHNOLOGY (IN ANY FORM, BY SALE, LEASE, RENTAL, PROCESSING OR OTHERWISE) WILL BE PROVIDED IN VIOLATION OF SUCH LAWS, (II) THE GOODS, SERVICES OR TECHNOLOGY ARE NOT DIRECTLY OR INDIRECTLY DESTINED OR POSSIBLY NOT DESTINED FOR A COUNTRY IN WHICH SANCTIONS ARE IMPOSED WITH RESPECT TO SUCH GOODS, (III) NO PERSON OR ENTITY THAT HAS BEEN PLACED ON THE OFFICIAL SANCTIONS LISTS UNDER THE APPLICABLE TRADE SANCTIONS LAWS IS INVOLVED IN OR COULD BENEFIT FROM THE SALE. BUYER FURTHER REPRESENTS AND WARRANTS THAT IT WILL NOT DIVERT THE CARGO TO DESTINATIONS OTHER THAN THE DESTINATION STATED IN THE SALE. ANY DIVERSION TO ANOTHER DESTINATION IS SUBJECT TO SELLER'S PRIOR WRITTEN CONSENT. IF THE BUYER BECOMES AWARE OF ANY POSSIBLE DIVERSION, IT SHALL IMMEDIATELY NOTIFY THE SELLER. THE SELLER MAY TERMINATE THE SALE OR THE BUSINESS RELATIONSHIP, WITHOUT NOTICE AND WITHOUT ANY LIABILITY, IF THE BUYER HAS ACTED IN BREACH OF THE PROVISIONS OF TRADE SANCTIONS OR INTERNATIONAL LAWS, OR HAS BREACHED THE REPRESENTATIONS REFERRED TO ABOVE, WITHOUT PREJUDICE TO ANY CLAIM OF THE SELLER FOR DAMAGES SUFFERED AS A RESULT OF SUCH BREACH FOR WHICH THE BUYER SHALL HOLD THE SELLER HARMLESS, OR IF THE PERFORMANCE OF THIS CONTRACT VIOLATES OR IS LIKELY TO VIOLATE APPLICABLE TRADE SANCTIONS LAWS.
27. EXPORT CONTROL COMPLIANCE. THE BUYER AGREES TO NOTIFY THE SELLER WITHIN THE FIRST TEN (10) CALENDAR DAYS OF EACH MONTH, A LIST CONTAINING THE FOREIGN TRADE OPERATIONS (EXPORT AND/OR TRANSFER THROUGH THE IMMEX PROGRAM) OF THE ALIENATED GOODS COMING FROM THE SELLER IN TONNAGE, PRICE AND DESTINATION, IN ORDER TO ANALYZE THE COMPLIANCE WITH ARTICLES 68, 69, 70 AND 74 OF THE CUSTOMS LAW ON DECLARED VALUE AND ALIENATION OF GOODS BETWEEN RELATED PARTIES; THIS IN RELATION TO THE PROVISIONS OF ARTICLE 28 OF THE FOREIGN TRADE LAW ON UNFAIR TRADE PRACTICES, AS WELL AS ARTICLE 37 OF THE SAME LAW ON SUBSIDIES, AND TO BE ABLE TO COMPLY WITH ARTICLE IV OF THE GENERAL AGREEMENT ON TARIFFS, CUSTOMS AND FOREIGN TRADE OF 1994 OF THE WORLD TRADE ORGANIZATION (WTO). IN THE EVENT THAT THE BUYER FAILS TO COMPLY WITH THE MONTHLY NOTIFICATION TO THE SELLER AND THIS AFFECTS ARCELORMITTAL MEXICO IN AN INTERNATIONAL LAWSUIT FOR DUMPING, SUBSIDIES AND/OR DAMAGE TO THE FOREIGN INDUSTRY AS A PRODUCER, THE BUYER SHALL COVER THE COSTS INCURRED BY THE SELLER IN ITS COMMERCIAL DEFENSE. The Seller may advise the Buyer limited only to the review of the tariff and non-tariff regulations of the merchandise to be sold.

28. PERSONAL INFORMATION. The parties agree that during the business relationship they are obliged to comply with and respect the principles of legality, consent, information, quality, purpose, loyalty, proportionality and any other indicated by the Federal Law on Protection of Data in Possession of Individuals ("LFPDPPP"), also accepting hereby that they have read and agree with the privacy notice of ArcelorMittal, which for practical purposes may be consulted at any time on the website: https://mexico.arcelormittal.com/sitio/aviso-de-privacidad?sc_lang=es. Each party undertakes to adopt the necessary measures, mechanisms and procedures for the protection of personal data and/or sensitive personal data of the owners, as well as to ensure and be responsible for the treatment of these in terms of the LFPDPPP.
29. ASSIGNMENT OR DELEGATION. BUYER SHALL NOT ASSIGN OR DELEGATE ANY OR ALL OF ITS DUTIES OR RIGHTS WITHOUT SELLER'S PRIOR CONSENT.
30. GENERAL DISPOSITIONS. Buyer and Seller are independent parties and nothing contained in these Terms and Conditions, or the accepted purchase order or order confirmation, shall make either party the agent, partner, joint venturer, joint obligor, joint obligee, substitute employer or legal representative of the other in terms of the law. The parties agree to hold each other free and harmless from any controversy that may arise between them respectively.
31. INCORPORATION BY REFERENCE. Any provision required to be included in any such agreement by any federal, state or local law or administrative rule having the effect of law shall be deemed to be incorporated herein.
32. INTEGRATION/MODIFICATION. This Terms and Conditions may be modified only by a writing signed by Seller and Buyer, which writing shall form an integral part of these Terms and Conditions.
33. PATENTS. Seller shall indemnify Buyer for attorneys' fees and for any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third party claiming that the delivered material infringes any patent of Mexico, provided that Buyer gives Seller prompt notice of any such claim, gives Seller an opportunity to defend, and cooperates with Seller with respect to such defense, unless the material is made in accordance with materials, design or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
34. INSPECTION. When Buyer desires to make inspections of Seller's facilities, it shall be upon written request made to Seller, and provided that Buyer is in compliance with Seller's regulations and guidelines, including the carrying of indispensable safety equipment, where Buyer's inspector shall be deemed to be Buyer's agent, with authority to waive specific test and test procedure details and to accept goods in accordance with the Terms and Conditions with respect to all characteristics of such goods for which inspection is made. In all cases, Buyer shall make a timely inspection of the goods upon receipt or within a commercially reasonable time and in a manner not to exceed ten (10) calendar days from such receipt (Applicable APPENDIX I). Buyer's use of goods in its production operations shall be deemed an acceptance of the goods involved and in accordance with the Terms and Conditions, unless Buyer provides Seller with written notice of rejection or nonconformity with respect to prior or concurrent goods with Buyer's use thereof. Buyer's inspection or failure to inspect shall in no way delay or suspend payment obligations.
35. NUCLEAR APPLICATIONS EXCLUSION. It is expressly understood and Customer agrees that it will not use, cause to be used or make available for use the products described herein in any nuclear application, including but not limited to use in connection with any nuclear reactor, any nuclear power production system or any nuclear waste (or spent fuel) disposal project, unless Seller is notified in writing with clear intentions and/or proposals for the specific nuclear application at the time of negotiation of the products. Unless such notice has been given, any subsequent nuclear application of the product(s) is not authorized at all and shall be deemed unknown, unforeseeable and unintended by Seller. If notice was given, the customer specifically agrees that, as to nuclear applications, the product or products supplied by Seller are supplied without any warranty, either express or implied, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose. It is further specifically agreed that, with respect to any nuclear application activity of the product or products for which such notice has not been received the customer waives all remedies and any claims, whether in contract or in tort, including any statute or common law claim for contribution or indemnity, against Seller, and shall indemnify and hold Seller harmless.
36. SELLER'S RIGHT OF TERMINATION. If Buyer is in breach of any governmental rule or regulation, plan, order or other directive, including breach of these Terms and Conditions, Seller shall have the right to terminate any purchase order early in whole or in part, without judicial declaration or liability to Seller, without prejudice to any rights of recovery or those it may have at law or as set forth in these Terms and Conditions of sale.