

Ispat Indo Group (Ispat) Ethical Code of Conduct:- Vendors & Suppliers (V&S)

V&S of Ispat are chosen in consideration of objective criteria, based on quality, reliability, price, utility and performance or service. V&S are treated justly, fairly and honestly. Ispat Supplier should uphold the highest standards of fair Business Practices and ethics, like:

A. Integrity

1. Ispat has a reputation for honesty and integrity in its management practices and in all its business transactions. It is vital, for Ispat, including each subsidiary, and for each one of us,
2. Ispat preserve its reputation and maintain the relationship of trust that must exist with all the individuals and companies with whom we have dealings.
3. Ispat V&S shall maintain high standard of integrity, that gifts in cash or in kind, pleasure trips or vacations, special privileges or living accommodations or lodgings or any gesture with deemed mala fide intention to influence decision making, with the exception of promotional items of normal value, is forbidden to be made to Ispat employees.
4. Ispat V&S shall comply with anti-corruption laws and regulations of the country in which they operate, and anti-corruption regulations in Indonesia and will avoid all acts which are considered illegal.
5. Ispat V&S will immediately bring it to the notice of Ispat top management, on direct e-mail (info@mittalsteel.com) or by letter, for any inappropriate favor asked by any of Ispat employee.

B. Confidential Information

1. Ispat V&S shall treat the Data, information and documents pertaining to Ispat as strictly for the performance of the V&S and shall not be disclosed or communicated to persons outside their organization.
2. Information in B.1 includes, in addition to the technology used by Ispat, intellectual property, business and financial information relating to sales, earnings, balance sheet items, business forecasts, business plans, acquisition strategies and any other information of a confidential nature.

C. Property of Ispat

Ispat V&S shall maintain and use the information on technology and know-how in such a way that intellectual property rights of Ispat is adequately protected.

D. Compliance on Local Laws:

Ispat V&S shall be compliant with all the relevant local laws and regulations.

E. Respect for the Environment

Respecting and protecting the environment is an important value to which Ispat subscribes & expect that Ispat V&S shall respect & comply with all applicable local environment rules and regulations.

Signature with company stamp :

Europa Import Export Ltd

a. m. malik

Authorised Signatory

Name : A M MALIK
Position : DIRECTOR
Date : 23.06.2021



PT. ISPAT INDO

Plant: Desa Kedungturi, Taman Sidoarjo, P.O.Box 1083, Surabaya Indonesia.

Telp : (62)-31-788-7000. Fax : (62) 31-788-7500/ (62) 31-787-7575

- PUR/ R/ 01 -

Vendor Profile Form (METALLICS)

1.	Name of the Vendor		EUROPA IMPORT EXPORT LTD				
2.	Address		3-8, PORCHESTER GATE,				
	Street		No 41, BAYSWATER ROAD				
	City		LONDON				
	District		LONDON				
	Postal No.		W2 3HP				
	Country		UNITED KINGDOM				
	Telephone		00 44 207 2213449				
	Fax		00 44 207 2217461				
	e-mail		amvnmalik@me.com				
	Website		www.eieltd.com				
	Business language		ENGLISH				
	Business currency		UNITED STATES DOLLARS				
3.	Other Details						
			VOLUME (MT)		TOTAL VALUE (USD)		
	Total annual turnover (\$): for last 3 years (pls enclose balance sheet/Finacial statement)		Year 1				
			Year 2				
			Year 3				
	Year of commencement/ Establishment		SINCE 1986				
	Nature of business		Manufacturer/Yard Owner / Trader / Agent				
	Pattern of business holding		Properietorship / Partnership / Public Ltd (please attach copy of registration				
	Detail Business Information (For Steel Scrap suppliers) on Steel Scrap Yard						
	Sl. No.	Name of yard	Address	country	% of share holding	Capacity (Ton/day)	Validity of agreement
		NOT APPLICABLE					
	Please attach copy of agreement for our references. You may attach additional sheets for more information						
	Have you ever been in business with Ispat Indo (If yes - detail year of interaction and purpose)						
4.	Vendor's Banker (Must be Fill complete)						
	Name of bank		UBS SWITZERLAND AG				
	Name in cheque		EUROPA IMPORT EXPORT LIMITED				
	Address		GENEVA, SWITZERLAND				
	A/C No.		206-P2-719-183				
5.	NPWP/TAX REGISTRATION NO.						
6.	List your top five customers in order of business volume						
	Name, location of the customer		Annual busines, \$		% of your total business		
	a						
	b						
	c						
	d						
	e						
7.	Details of products / services offered (Must note the details and Pls enclose the product catalogues if any)						
	PRIME STEEL BILLETS						
Declarations							
We hereby declare that information above is correct and true to best of our knowledge.							
Signature					EUROPA IMPORT EXPORT LTD		
Name		LAILA MALIK					
Date		17/06/21			Authorised signatory (Company Seal)		



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Vendor Profile Form (METALLICS)

8	Organisation structure of your company (pls enclose a copy)			
	Number of employees	Mgmt	Skilled	Unskilled
				Total
9	Name of key persons in yours organisation			
	a.	b.	c.	
10	Contact person for ISPAT INDO			
	Name			
	Position			
	Telp			
	Fax			
	Hand Phone			
	Email			
11	Quality System Accreditation (ISO 9000, TUV, etc) (If yes, pls enclose details)			
	Quality System			
	Agency			
	Year received			
12	Inspection & testing facilities and procedures for the products and services offered (pls enclose details)			
13	Customer complaint handling process (pls enclose details)			
14	Details of your associates / authorised agents to deal with ISPAT INDO			
15	Business with Ispat / Areclor Mittal Group			
	Are you supplying to any other Arcelor MittalGroup Companies			
	(If yes, pls include which unit and items supplied)			
	Unit	Year	Transactional Volume in \$	Items Supplied/purchased
	Relationship with any of ISPAT / LNM Employee / Ex-Employee (Please give details of the person and relationship)			

Declarations

We hereby declare that information above is correct and true to best of our knowledge.

Signature	<i>Laila Malik</i>	EUROPA IMPORT EXPORT LTD. <i>(Company Seal)</i>
Name	LAILA MALIK	
Date	17/6/21	

EUROPA IMPORT EXPORT LTD.

3-8 Porchester Gate
No. 35, 4th Floor
Bayswater Road
London W2 3HP

Telephone: 020 7221 3449
Facsimile: 020 7221 7461
E-mail: office@eieltd.com

PT. ISPAT BUKIT BAJA
JL. PERJUANGAN NO. 26,
BEKASI,
INDONESIA

Sales Contract No : 1526

Date : 11.06.2021

Dear Sirs,

We have pleasure in confirming having agreed to sell you the following material, as per this contract and our standard terms of trading, which are available on our website:
www.eieltd.com.

<u>Material</u>	Bloom (Prime Concast Steel Billet)
<u>Steel Grade</u>	3 SP (as per RINL specification)
	Chemistry:
	C: 0.14 – 0.22; Si: 0.15 – 0.80
	Mn: 0.40 – 0.65; P: 0.045 max
	S: 0.045 max
<u>Size</u>	150 x 150 mm
<u>Length</u>	12 meters (+/- 150 ¹⁰⁰ mm)
<u>Quantity:</u>	10,000 MT (+/- 10pct)
<u>Packing:</u>	Loose
<u>Basis of Invoicing:</u>	Actual Weight Basis
<u>Mill:</u>	Rashtriya Ispat Nigam Limited
<u>Origin:</u>	India
<u>Price:</u>	USD 680 / MT CFR FO CQD Jakarta, Indonesia Incoterms 2020 to Apply
<u>Total Value:</u>	USD 6,800,000 (+/- 10%)
<u>Shipment:</u>	June / July L/C valid for shipment until: 31.07.2021
<u>Payment</u>	10% deposit to paid by telegraphic transfer latest 15.06.2021 directly to our following account:
	Beneficiary: Europa Import Export Ltd
	Bank: UBS Switzerland AG (Switzerland)
	IBAN: CH20 0023 0230 EW10 3367 7
	SWIFT/BIC: UBSWCHZH80A

Balance to be payable by irrevocable Letter of Credit (L/C) to be opened by first class bank pre-approved by Seller. L/C to be payable at sight. L/C to be advised to, confirmable by and

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payable/negotiable at counters of UBS Switzerland AG (UBSWCHZH80A). All charges UBS Switzerland AG on Seller's account. All other bank charges on Buyer's account.

Fully workable L/C to be received latest 25.06.2021
L/C to be valid for shipment until 31.07.2021 and for negotiation until 21.08.2021.

Claims & Sanctions

Should any shortage or deviation in quality from the requirements of standards indicated in specification to the present contract be detected in the goods delivered, the Buyer has the right to submit a claim upon shortage (with \pm 0,5% franchise against B/L weight) or surface defects which may be determined during visual control within 15 days from the date of arrival at destination port and within 30 days for internal defects which may be determined only in the process of metal utilization on conditions stipulated by the present contract.

The Buyer's claim should be supported by an Inspection Report of an international, independent official inspection organisation which should be issued within 1 week after the notification of claim to the seller.

Inspection Report in two copies should contain the following information:

General information:

- name of independent inspection organization;
- place and time of quality and/or quantity inspection;
- Name and sizes of the goods (according to documents and actually received);
- contract No., specification No.;
- quality certificate No.;
- name of vessel;
- No. and date of B/L;
- Lot no., heat no., piece no.;
- weight as per B/L and number of cases (coils, bundles etc.)

Information about inspected steel product for claims upon quality:

- Lot No., steel grade, heat No., case No., weight of each inspected piece of goods;
- detailed description of deviation in quality from the requirements of standards.

Information about inspected steel product for claims upon short weight:

- Lot No., steel grade, heat No., case No.
- the weight of each lift
- type of scales on which the goods were weighed,
- date of its checking
- results of checking weighing
- total short weight.

The following documents should be enclosed to Inspection report:

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- document, confirming legal status of inspection organization (licence, certificate of incorporation) – for all inspection organizations except of Inspectorate Griffith Ltd and SGS;
- claims of final buyers of steel products with detailed description of deviation in quality from the requirements of standards per lots, indicated in quality certificates, short weight, etc;
- Bill of Lading
- duplicate of the manufacturer's quality certificate with a stamp of the final user, date and firm's trademark or list of claimed goods with information (contract no., specification no., heat no., lot no., steel grade, case no., size, weight).

The claim for short-weight is to be based on the results of weighing the whole B/L consignment at the port of destination.

The claim should state the demand of the claiming party in monetary value with enclosure of calculation of losses and confirming documents.

Having received the goods with deviations in quality from the requirements of the standards the Buyer is obliged to send to the Seller a notice about possible claim within two days from the date of determination of the violations and immediately put the present goods in storage.

Having submitted the claim upon quality of the goods the Buyer has no right to dispose or make use of the fault goods until the claim is finally considered. The claim is to be considered in respect of the goods not used and/or purchased at the moment of inspection by the Seller's representative.

Having received the claim the Seller should consider it and inform the Buyer of the decision not later than one month upon receipt of the claim.

Having received notification of the claim or the claim the Seller is entitled to check up on the spot through its representatives the justification of the claim. The Seller should inform the Buyer about his decision to send a delegation not later than 10 days from the date of claim. Should a protocol/report of inspection on the spot of the fault goods is made up by the Buyer and the Seller, the Seller is obliged to inform the Buyer of the decision within 40 days from the date of the mentioned protocol/report.

Should the claim prove to be justified, the Seller shall at his choice reduce the price of the goods or compensate in money a sum equal to the claim. If the Buyer fails to comply with either the two days period for notice of possible claim or the 15 or 30 days period for submission of claim, the Buyer loses any and all remedies for lack of conformity of the goods, irrespective of any excuses.

Claims are to be sent by e-mail/fax and international courier. The date of receipt of the claim by courier is considered to be the date of presenting the claim. The claim may be submitted through the Buyer, who must put his signature and date, which is considered to be the date of the claim. Consequential losses are hereby expressly

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excluded. Any claims to be settled in conjunction with settlement with producing mill.

Claim amounts of any nature should not be deducted or held up from any payment for cargoes and/or carriage, but should be settled separately in each case following proper claim procedure as described above.

Irrespective of any end use mentioned in this contract the Seller does not warrant or represent the goods to be suitable for any particular end use or purpose.

Force Majeure

The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by a Force Majeure Event, provided that the Customer is notified of such an event and its expected duration. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed and the Customer shall at its own cost duly extend the validity of any applicable letter of credit during such period. If the period of delay or non-performance continues for three months, either party may terminate the Contract by giving thirty days' prior written notice to the other party.

Arbitration

All disputes under this Contract or in the execution thereof shall be settled by friendly negotiation. If no settlement can be reached within 45 days, all controversy or claim arising out of or relating to this contract or any alleged breach thereof shall be settled by arbitration. Both Buyer and Seller shall each appoint an arbitrator and the two arbitrators will appoint a Chairman. This arbitration shall take place in SIAC (Singapore International Arbitration Centre) Singapore and will be governed by the ICC rules. The judgment of the arbitration shall be final and binding on both the Buyer and the Seller. The arbitration fees shall be borne by the lost party.

Documents

Documents presented for each shipment made under the L/C:

- Signed commercial Invoice in one original and three copies
- Full set of 3/3 original and 3 non-negotiable copies shipped on board Bills of Lading marked 'freight prepaid'.
- Signed Packing List giving net and gross weight per size and in total
- Beneficiary certificate confirming that Shipment Advice will be sent by fax/e-mail to L/C Applicant within 5 working days from B/L date.
- Beneficiary's Certificate confirming that Packing List, Certificate of Origin in duplicate and Mill Test Certificate issued by Mill will be sent by DHL or similar express courier service to the L/C Applicant within 15 working days from B/L date.

Other Terms & Conditions

- 1 *3rd Party Surveyors (like SGS, IGT etc) for quality and quantity must be arranged by Seller at leadport and Survey report shall be the port.*
ONE L/C to be established for the full quantity under this contract. *L/C negotiated*
- 2 Buyer is responsible for obtaining necessary import licences and documents and failure to obtain such licence or other documents shall not constitute force majeure.

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- 3 All taxes, dues and custom fees connected with execution of the present contract shall be paid by those Parties on territory of which they are levied.
- 4 Any amendments and/or supplements to the present contract shall only be valid if they are made in written form and signed by the duly authorised representatives of both Parties.
- 5 Charter Party Bills of Lading are acceptable.
- 6 Bills of Lading with clauses materials partly rust stained / rusty edges and/or wet before shipment and/or unprotected cargo and/or said to be and/or said to weigh and/or stored in open area prior to loading or similar are acceptable. This should be stated in the L/C.
- 7 Material to be shipped on board vessel maximum 25 years.
- 8 Buyer responsible for taking out full Marine Insurance effective from time cargo crosses ship's rails at load port.
10. Partial shipment allowed.
11. Dunnage removal on receiver's account

Accepted

Europa Import Export Ltd

a. m. malik

Authorised Signatory

Europa Import Export Ltd
(Seller)

PT. ISPAT BUKIT BAJA

PT. Ispat Bukit Baja
(Buyer)

Wijaya *Sum*