

Terms and Conditions

Effective Date – Last updated : [19/02/2024]



Our Terms & Conditions page explain the terms on which you are allowed to use our Website, <https://construction-india.arcelormittal.com/>, which provides a gateway to our products and services, as well as lots of other useful information.

Welcome to ArcelorMittal Construction India Pvt. Ltd. website.

If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our govern Potton relationship with you in relation to this Website. If you disagree with any part of these terms and conditions, please do not use our Website.

For the purposes of these Terms of Use, the following terms have the meaning hereinafter referred to :

- "**ArcelorMittal**" : refers to the company ArcelorMittal Construction India Pvt. Ltd., a simplified joint-stock company, whose head office is located Unit no - 401 & 402 (4th level), A – Wing, Tower No. 1, Seawoods grand Central, Seawoods Railway Station, Navi Mumbai – 400706, registered with registration number : 27AAZCA2504P1Z1.
- "**Terms of Use or Terms**": refers to all the stipulations provided for herein to define the terms and rules of access and use of the Website published by ArcelorMittal as mentioned below.
- "**Comp user you**": refers to a place reserved for the user accessible on our Services via a confidential username and password, and likely to allow him to access certain content present on the Services .
- "**Contents**": designate, without this list being exhaustive, the structure / architecture of the Services, the images of the ArcelorMittal products, the description of the ArcelorMittal products, the editorial content, the videos, the texts, sections, drawings, illustrations, photos, images, and any other content on the Services and / or any other component of the Services.
- "**Website**" : refers to the service of communication to the public edited by ArcelorMittal accessible in particular at the address <https://construction-india.arcelormittal.com/>
- "**Services**": means the services accessible from the Website and edited by ArcelorMittal.
- "**User**": means any natural person accessing the Website and the Services.

1. Scope and acceptance of the general conditions of use

1.1. Acceptance of the Terms of Use

The Terms & Conditions are intended to govern the use Website and Services accessible from the Website.

Any connection to the Website, the consultation and the use of its Content are made within the framework of these Terms of Use which are intended to set the terms of use of the Services and Content offered on the Website. Any access to Website automatically implies application and total and unconditional acceptance of the rules and conditions defined in these Terms by Users . Assuming a User refuses to adhere to these Terms, you must absolutely refrain from any access to the Website.

1.2. Evolution of the General Conditions of Use

The applicable Terms are applied at login and use of the Website by the User.

However, ArcelorMittal Construction India is able to freely evolve at any time the Terms, subject to special mention by ArcelorMittal Construction India, to adapt to changes in the Services and / or their operation. The Terms shall be deemed accepted without reservation by all User accessing the Website after said posting. ArcelorMittal Construction India invites the User to periodically review the Terms.

2. Use of the website - general rules

Any User declares to be informed that he will have to access the Website, have access to the Internet subscribed to the provider of his choice, the cost of which is his responsibility, and acknowledges that :

- The reliability of the transmissions is uncertain because of the heterogeneous nature of the infrastructures and networks on which they circulate , and that breakdowns or saturations can intervene
- It is up to the User to take any measure he deems appropriate to ensure the safety of his equipment and his own data, other software, against the contamination by any virus and / or attempt of intrusion of which it could be victim
- All equipment connected to the Website is and remains under the sole responsibility of the User ; ArcelorMittal Construction India's liability cannot be affected for any direct and / or indirect damage that may occur as a result of the connection to the Website

3. External links and third-party services

The Website may offer hypertext links, provide access to information, content, services from other websites and allow access to third-party services.

The User expressly acknowledges that under no circumstances can ArcelorMittal Construction India be held responsible for any information, content, service, or elements available on third party websites or from third party internet sources, nor for any prejudice that is, alleged or real, direct or indirect, that may result from access or use to such information, content, services or elements available on third party websites or from third-party internet sources.

Any User who accesses third party services will only be subject to the General Terms and Conditions applicable to third party services.

4 . Intellectual property

"ArcelorMittal", "*Transforming tomorrow*" and ArcelorMittal logo are registered trademarks of the ArcelorMittal group. The use and retrieval of names and/or visuals registered by ArcelorMittal and ArcelorMittal group companies is prohibited without its prior written and explicit consent. In general, any

unauthorized reproduction of brands, product names, services or companies mentioned on the Website will be subject to prosecution.

All elements of the Website and its content are reserved and protected under intellectual property law in France, Europe and/or the world. They cannot be used under penalty of counterfeiting.

5 . Respect for privacy and protection of personal information

When using the Services, Users may be required to provide data or personal information in order to access services requiring authentication and to manage and improve the business relationship.

We collect and use your personal data for specific and limited purposes in our CRM and Marketing treatments, to offer you for example for adapted commercial offers.

Consequently, we have potentially collected personal information about you, which is limited to the following information: name, surname, title, language, function, professional email address, telephone number and professional mailing address.

The person responsible for this processing is the Sales Manager, and the Data Protection Officer (DPO) can be reached at dpo.arcelormittal-construction-india@arcelormittal.com. The recipients of this data are the commercial services of the company and the shelf life of the data is 3 years.

You have a right of access, rectification, portability, erasure of these or a limitation of treatment.

For more information about the privacy practices of the Website, please refer to our [privacy policy](#).

6. Guarantee and responsibility

The User acknowledges that ArcelorMittal has an obligation of means regarding the Services and will do its best to ensure the accessibility of u Website and Services. This accessibility may be suspended for maintenance or upgrade reasons, in order to ensure the proper functioning of the Website without the obligation of prior information from USERS to ArcelorMittal's dependents.

Thus, ArcelorMittal offers no guarantee concerning the risks of interruption or malfunction related to connection, network congestion and / or computer systems, the intrusion of unauthorized third parties and contamination by viruses circulating on said networks and Services.

ArcelorMittal will not be held responsible if the interruption or alteration of the quality of the Website and Services is due to the occurrence of a force majeure. Examples of force majeure are exceptional weather, natural disasters, fires and floods, lightning, attacks, cases of rupture and blockage of electronic telecommunications networks, and damage caused by viruses for which means of security existing on the market do not allow their eradication, as well as any legal or regulatory obligation or public order imposed by the competent authorities and which would have the effect of substantially modifying these Terms, or any other event of force majeure or fortuitous event, as defined by the legislation in force and the case- law .

In general, the User ArcelorMittal guarantees against any recourse or action and their possible financial consequences of any person based on or arising directly or indirectly from his actions, or arising from use of the Website as well as any alleged breach of CGU or regulatory provisions in force and ArcelorMittal leaves and unscathed any recourse including litigation that could result. This guarantee

covers any compensation that may be due as well as legal fees and court costs within a reasonable limit.

7. Limitation of liability

ArcelorMittal does not guarantee the performance and modifications of the Website and the Services that may occur taking into account the quality of the Internet network and / or technical configurations, which are outside its control.

ArcelorMittal cannot be held responsible for any direct and / or indirect damage including loss of profits, customers, data or any other loss of intangible property, loss of profits or any other loss or damage that may occur the use or otherwise of the impossibility to access the Websites, even if ArcelorMittal has been informed of the potential for such damage.

In the event that ArcelorMittal's liability is incurred as a result of a breach of one of its obligations under these Terms of Use, the repair may not apply beyond direct damages, personal and some, to the express exclusion of the repair of all damages and / or indirect and immaterial damages, such as financial damages, commercial damages, operating losses and turnover, data loss.

8. Laws and jurisdictions

These terms and conditions shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of India.