

## HOWMET TERMS AND CONDITIONS OF SALE

Rev. August 2024

THESE TERMS AND CONDITIONS OF SALE APPLY TO THE SALE OF SELLER'S GOODS AND/OR SERVICES. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON THE APPLICATION OF THESE TERMS AND CONDITIONS OF SALE TO THE PARTIES' TRANSACTIONS. SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER, INCLUDING, BUT NOT LIMITED TO BUYER'S PREPRINTED FORMS, BOILER PLATE, OR OTHER COMMUNICATIONS. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER'S COMMUNICATIONS. BUYER'S SILENCE OR ITS ACCEPTANCE OF SELLER'S GOODS OR SERVICES CONSTITUTES BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **Definitions.** The term "**Howmet**" or "**Seller**" means the name of any affiliate of the Howmet group which is named in the written acceptance of an "Order" as defined below. The term "**Buyer**" means the individual, corporation or other legal entity that has submitted an Order to Seller. The term "**Order**" means Buyer's expressed desire, whether oral or written, to procure Goods or Services from Seller. The term "**Goods**" means the products or materials that Buyer desires to purchase from Seller. The term "**Contract Documents**" means, in relation to each contract for the sale of Goods or the provision of Services by Seller to Buyer: (a) these Terms; (b) any Order acknowledgement, advice, dispatch note or other delivery documentation or invoice given by Seller to Buyer in respect of the contract; and (c) any other document expressly accepted by Seller in writing as forming part of the contract, and "**Contract Document**" shall mean any one of them. The term "**Contract**" means the legally binding agreement between Buyer and Howmet, encompassing all the terms and conditions set forth in the Contract Documents and any subsequent amendments or modifications thereto. The term "**Services**" means the processing by Seller of materials in accordance with the requirements of Buyer, as set out in the Contract Documents. The sale of Goods or the provision of the Services that are the subject of the Order related hereto will be governed by these Terms and Conditions of Sale (these "**Terms**"). The term "**Intellectual Property**" or "**IP**" means all legal rights worldwide in works and/or ideas including, but not limited to, patents, copyrights, trademarks, proprietary information, industrial designs, mask works, integrated circuit layout designs, databases, technical data, inventions, trade secrets, and know-how, in all cases whether registered or unregistered and including any applications therefor. The term "**Applicable Law**" means: (i) any law, statute, regulation, code, ordinance, license, decision, order, writ, injunction, decision, directive, judgment, policy, decree, and any judicial or administrative interpretations thereof; (ii) any agreement, concession, or arrangement with any Governmental Authority; or (iii) any applicable license, permit, or compliance requirement applicable to a party and the term "**Government Authority**" means any governmental body, agency, instrumentality, authority, or entity established or controlled by a government or subdivision thereof, including any legislative, administrative, or judicial body, or any person purporting to act therefor.
2. **Acceptance.** Sales are concluded only upon express written acceptance of Buyer's Order by Seller such as with a sales order acknowledgement. The Contract Documents constitute the sole terms and conditions of any Order between the parties unless other written, mutually agreed, terms and conditions have been executed between the parties. After acceptance of an Order by Seller, the Contract Documents may only be modified by a writing signed by an authorized signatory of Seller. No total or partial cancellation or termination of an Order by Buyer shall be accepted without Seller's prior written consent.
3. **Price.**
  - (a) Seller shall set the price and charges for each shipment of Goods at the time of each shipment taking into account Seller's cost of raw materials, fuel and power, transport and labor and other costs at the date of shipment.
  - (b) The parties agree that at any given time Seller may adjust upward the price to Buyer for any reason including but not limited to: (i) adjustments per the formula and indices reasonably set by Seller; (ii) increases in all or any costs and expenses impacting Seller and its production and supply of Goods; (iii) currency exchange rate adjustments, if applicable; (iv) any changes as provided in the Changes clause of

the Terms; (v) any changes to Seller's basis for its price quoted to Buyer, including but not limited to changes in market conditions, Buyer's demand, or Orders and requirements falling below the maximum market share assumptions; and (vi) any other changes beyond Seller's control. Upon any price escalation assessed by Seller, the price payable for Goods or any Services may be increased accordingly and immediately effective on all Orders including accepted Orders and any shipments.

(c) If Seller accepts a total or partial cancellation or termination of an Order, Buyer shall be obliged to reimburse Seller for any costs already incurred by Seller for the purchase of raw materials, the provision of services, or any other expenses related to the fulfilment of the Order, and the price of any finished Goods.

#### 4. Payment.

(a) Buyer will make payment pursuant to Seller's invoices at the prices provided herein subject to Seller's rights under Section 3 (Price) above and any applicable agreement between Seller and the ultimate customer of Seller's Goods. Payments must be made in the agreed currency in the Contract Documents.

(b) Buyer shall submit with each payment a statement, which clearly states Seller's invoice numbers, quantity of Goods, and/or Services and amount being paid.

(c) Buyer's obligation to make full and timely payment for each shipment will be without rights of set-off. The prices and charges stated do not include state or federal excise, sale, or use taxes, if any. All such taxes in effect or hereafter levied which are applicable to the Order, are in addition to such prices and will be paid by Buyer. If Buyer fails to pay Seller's invoices when due, Buyer will be obligated to pay Seller, on all amounts so unpaid, interest, at the maximum permissible rate for overdue accounts, from the date such payment was due until the date paid by Buyer. Such interest will be due and payable without demand by Seller.

(d) Unless stated otherwise by Seller, payment terms are net thirty (30) days from the date of Seller's invoice.

(e) Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Seller may demand different terms of payment from those specified herein and may demand assurance of Buyer's due payment. Any such demand may be oral or written and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. Further, Buyer must, upon Seller's request, make full payment to Seller of any overdue amounts with interest at the highest rate allowable under applicable law.

(f) Seller retains all rights at law pertaining to collection of unpaid amounts owed by Buyer under these Terms, and Buyer shall reimburse Seller for all costs associated with such collection activities including attorney's fees and court costs.

(g) Time of payment by Buyer shall be of the essence in the Contract.

(h) Seller shall, in respect of all unpaid debts from Buyer, have a general lien on all Goods and property of Buyer (whether or not paid for), in the possession of Seller.

(i) Seller shall be entitled, upon expiration of fourteen (14) days' notice, to dispose of such Goods or property as it thinks fit and to apply the proceeds towards such debts.

#### 5. Delivery.

(a) All delivery or shipping dates are estimates only. The transfer of title shall occur upon delivery to Buyer as such delivery is defined in accordance with the applicable Incoterms®2020. Unless otherwise agreed to, all Goods are sold: (i) Non-United States sales: FCA Seller's facility, Incoterms®2020; and (ii) United States sales: EXW Seller's facility, Incoterms®2020. Despite the foregoing, for those Howmet entities that are part of Howmet Structure Systems, United States export sales are sold CPT named place, Incoterms®2020; title to Goods will pass to Buyer when Goods arrive at the first port of export.

(b) If for any reason Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery or collection, Seller may arrange for storage of the Goods at Buyer's risk and Buyer shall be

liable to Seller for the costs (including insurance) of such storage, vehicle or wagon detention, or demurrage of ships. This provision is without prejudice to any other right which Seller may have in respect of Buyer's failure to take delivery of the Goods or pay for them in accordance with these Terms.

(c) In addition to the rights of Seller set forth in Section 5(b) above, if Buyer fails to accept the Goods within three (3) days of the scheduled delivery date, Seller may, on notice to Buyer dispatch the Goods itself at Buyer's expense and risk (if an address for delivery of the Goods has not been specified by Buyer, to such address of Buyer as Seller may in its discretion decide), in which case the Goods shall be deemed to have been delivered.

(d) Unless otherwise stated on Seller's sales order acknowledgement, the quantity, length, or weight tolerance applicable to each line item of Goods specified on the Order shall be: (a) the applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet in effect at the time of shipment of such item or portion thereof; or (b) if there is no applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet or no Seller price data sheet, the applicable standard quantity, length, and weight tolerance shall be as determined by Seller.

6. **Delays.** Seller will use reasonable efforts to fill each Order in accordance with the estimated delivery or shipping date, but Seller will not be responsible for any delays in filling Orders nor liable for any losses or damages resulting from such delays. Orders will not be subject to cancellation for such delays. Buyer shall inform Seller in due time of any event likely to negatively impact the proper performance of its obligations under the Contract. If Buyer has not fulfilled its obligations in due time (in particular with regards to late payment or failure to provide information), Seller's delivery time shall be automatically extended. It is agreed that Buyer shall remain solely liable for all the consequences of such delay.
7. **Excuse of Performance.** Seller will not be liable for failure or delay in the performance of any of its obligations hereunder caused by anything beyond the reasonable control of Seller. Seller will provide notice to Buyer of an excuse of performance promptly after it is discovered and shall exercise commercially reasonable efforts to mitigate its impact on Buyer.
8. **Packaging and Transportation.** Unless otherwise agreed by the parties in writing, Seller shall package the Goods in accordance with applicable industry standards. If Seller complies with Buyer's request with respect to the use of any agency or method of packaging or transportation or any routing other than that which would otherwise be designated by Seller, all packing, marking, shipping, transportation, and other charges which are in excess of the charges which would otherwise be incurred by Seller will be for Buyer's account and Buyer agrees to pay such amounts in accordance with the payment terms in these Terms. Buyer is responsible for notifying Seller of any applicable local regulatory packaging requirements.
9. **Shipments and Shipping Weights.**
  - (a) Seller may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale, however, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of any remaining shipments. Any Order filled by Seller that is less than the quantity ordered by Buyer, but not less than ninety percent (90%) of the quantity ordered will be deemed to be fully filled. In such event, Seller shall notify Buyer that the Order has been filled, and Buyer shall be entitled only to the quantity of Goods provided by Seller, and shall be required to pay only for the amount actually delivered by Seller (but not for more than the amount ordered).
  - (b) Seller may make shipments before the agreed upon estimated shipping date.
  - (c) Seller's shipping weights will govern for each shipment. Should Buyer dispute the shipping weight of any shipment, Buyer will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documents to substantiate the difference.
10. **Inspection, Acceptance, or Rejection.** Within seven (7) days after Seller's delivery of Goods or completion of Services, Buyer must inspect and accept or rightfully reject Goods or Services and notify Seller in writing of any non-conformity. Unless Seller receives notice of Buyer's rightful rejection within seven (7) days after Seller's delivery of Goods or Services, the Goods or Services shall be deemed to have been accepted.

Rightfully rejected Goods or Services shall be repaired, corrected, or replaced in accordance with Section 11 (Warranty), AND SUCH REPAIR, CORRECTION, OR REPLACEMENT SHALL CONSTITUTE BUYER'S SOLE REMEDIES AND SELLER'S SOLE OBLIGATIONS WITH RESPECT TO GOODS OR SERVICES RIGHTFULLY REJECTED BY BUYER. For purposes hereof "rightful rejection" means the failure of the Goods or Services to conform to the specifications agreed to by the parties in writing (the "**Specifications**").

#### 11. Warranty.

(a) Seller warrants that the Goods manufactured and supplied by Seller will conform to the Specifications for a period of twelve (12) months from the date the risk in the Goods passes to Buyer in accordance with the applicable Incoterms®. Seller warrants that any Services provided to Buyer or for Buyer's benefit will conform to the Specifications and will be provided with due skill and care. For the avoidance of doubt, any specification number or drawing number appearing on the face of an Order is for clarification or identification only and does not require that the Goods be produced in accordance with such specification or drawing unless set forth in the Specifications.

(b) Notwithstanding any longer statute of limitations, if Buyer has a warranty claim, Buyer must provide written notification to Seller of the warranty claim: (i) promptly (but no later than ten (10) days) after discovering the warranty claim; and (ii) within the warranty period. Buyer's failure to adhere to the foregoing timing requirements shall preclude Buyer from any remedies for such warranty claim. Buyer must also return the non-conforming Goods to Seller in accordance with Seller's return material authorization process per Section 19 (Return Material Authorization Process). Seller may, at its option, participate in the failure investigation of any allegedly non-conforming Goods or Services on Buyer's property or wherever the Goods or result of the Services are located and shall be entitled to repair, correct, or replace non-conforming Goods or Services at such site or at Seller's designated facility.

(c) The foregoing Seller's warranty in this Section 11 will only apply to Goods that are properly installed, maintained, and/or operated under normal conditions. Seller will have no liability whatsoever in respect of any defect arising from: (i) Buyer's specifications; (ii) ordinary wear and tear; (iii) willful damage by Buyer or its customers; (iv) negligence on the part of Buyer or its customers; (v) abnormal storage or working conditions at Buyer's or any of its customers' facilities; (vi) Buyer's or any of its customers' failure to follow Seller's instructions (whether oral or in writing); or (vii) Buyer's or any of its customers' misuse, alteration, combination with other products, or repair of Goods sold hereunder without Seller's prior written approval. Seller's warranty, as previously noted, is limited to the Specifications and Seller is not responsible for any other specifications for the Goods or Services or characteristics of the Goods or Services, including latent anomalies in conforming Goods or Services.

(d) THE WARRANTIES SET FORTH IN THIS SECTION 11 ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) NO WARRANTY IS OFFERED BY SELLER ON ANY GOODS OR SERVICES WHICH ARE FOR SAMPLES, DEVELOPMENT, OR TESTING, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANY SUCH GOODS AND RELATED SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS, WITH ALL FAULTS".

(f) If Buyer adheres to the requirements in this Section 11, Seller will, at its option, repair, correct, or replace at no cost to Buyer any Goods or Services which prove to be non-conforming with the warranty in Section 11(a).

(g) SELLER SHALL HAVE NO LIABILITY FOR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, INSTALLATION AND DE-INSTALLATION, TEAR DOWN, OR REBUILD OF ENGINES OR OTHER HIGHER ASSEMBLIES AND MACHINING OR OTHER VALUE ADD SERVICES.

#### 12. Limitation of Liability.

(a) In no event will Seller be liable for any direct damages beyond those stipulated under Sections 10 (Inspection, Acceptance, or Rejection) and 11 (Warranty), nor shall Seller be liable for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of or relating to: (i) any breach

of contract or warranty, tort (including negligence and strict liability), or other theories of law with respect to Goods sold or Services rendered by Seller, or undertakings, acts, or omissions relating thereto; (ii) the tender of non-conforming Goods or Services; (iii) breach of any other provision of any Order or Seller's performance in connection therewith; or (iv) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith.

- (b) In any event, SELLER'S LIABILITY TO BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED. BUYER ASSUMES ALL OTHER LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE USE OF THE GOODS OR RECEIPT OF THE SERVICES, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SERVICES.
- (c) Buyer agrees to obtain appropriate insurance coverage to insure itself against claims and losses in excess of Seller's maximum aggregate liability under this Section 12. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY EVEN IF BUYER'S DAMAGES ARE CAUSED IN WHOLE OR IN PART BY SELLER'S NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT, EXCEPT FOR DAMAGES CAUSED BY SELLER'S WILLFUL MISCONDUCT OR DAMAGES RESULTING FROM INJURY TO LIFE, BODY, OR HEALTH.

13. **Indemnity.** Buyer agrees to indemnify and hold Seller harmless from third party product liability claims and other alleged claims losses, damages, or expenses (including costs of defending any proceedings) arising out of or resulting from: (a) the design, testing, or machining of the Goods or Services by Buyer or third parties (including Buyer's responsibility to test the Goods after machining by Buyer or Buyer's designated machining subcontractors); (b) the Goods or Services having been altered, modified, or improperly installed, operated, used, or maintained by Buyer or Buyer's customers or any third party; (c) Seller's use of any design, drawing, or specifications provided or approved by Buyer; (d) Seller's production of Goods for Buyer pursuant to such design, drawing, and/or specification; (e) Seller's sale of such Goods to Buyer or Buyer's designated purchaser; (f) Buyer's specification, purchase, use, or sale of sample, developmental, or test Goods or Services; (g) any breach of any of the representations, warranties, or covenants made by Buyer in Section 27 (Anticorruption); or (h) any other breach of the Contract by Buyer.

14. **Termination.**

- (a) Seller reserves the right to cancel any Order placed by Buyer without any liability to Seller.
- (b) Without liability to Buyer, Seller may terminate any agreement, contract, or Order if Buyer breaches any of the terms of the Contract Documents or, in particular, if one of the following events occur:
  - (i) if Buyer fails to pay any amounts owing to Seller when due;
  - (ii) if Buyer fails to provide any Performance Assurance required by the Contract Documents, provided that in such event Seller's rights of termination or suspension under this Section 14 shall apply only in regard to the particular Order in respect of which Buyer shall have so failed;
  - (iii) if any Performance Assurance required under the Contract Documents is cancelled, suspended, or amended in any respect;
  - (iv) if Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up, except where solely for the purpose of reconstruction, or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law; or
  - (v) there is an imposition of any new, additional or increased tax, public charge, freight, tariff, or duty which may after the date of the quotation or Order which is levied on or imposed on the Goods to be sold, or upon any sale, delivery, or other action taken under or in connection with any Order to which these sections apply, or upon the export or import of such Goods or materials required to produce the Goods.

(c) If Seller is entitled to exercise its rights of termination or suspension under this Section 14, Seller shall further be entitled, by notice to Buyer, to treat all sums which are then due to Seller under any Order between Seller and Buyer but which are not then payable, as being immediately due and payable.

15. **Changes.** Any changes requested by Buyer as a condition of entering into an Order or subsequent to entry into an Order which change the basis of Seller's quote, including these Terms, will be subject to the written consent of Seller and subject to an equitable price or delivery adjustment, or both, as determined by Seller and agreed to by Buyer prior to Seller's obligation to implement the change.

16. **Confidentiality.**

(a) Unless otherwise agreed to in a non-disclosure agreement executed by the parties: (i) all information that Seller or its representatives furnishes to Buyer, whether written or oral, tangible or intangible, and in whatever form or medium provided, including all information generated by Buyer or its representatives that contains, reflects, or is derived from the furnished information, shall constitute "**Confidential Information.**" For the avoidance of doubt, Personal Information (as defined herein) is Confidential Information. Buyer shall not reveal any Confidential Information to any person or entity without the express written consent of Seller, except to its employees, contractors, and authorized representatives ("**Buyer's Representatives**") who have a need to know in connection with the performance of the Contract (the "**Purpose**"). In order to protect the confidentiality of such Confidential Information, Buyer will (i) take all appropriate measures to ensure that such Confidential Information is used only for the Purpose; (ii) disclose the Confidential Information only to Buyer's Representatives who have a real need to know it in consideration of the Purpose; and (iii) ensure that Buyer's Representatives are fully informed and agree that the information received must be treated in a confidential manner. Buyer shall be responsible for any breach of confidentiality by Buyer's Representatives.

(b) The obligation of confidentiality set forth herein shall not apply to: (i) information which is or becomes generally available to the public other than as a result of a disclosure in violation of these Terms; (ii) information which was already known to Buyer prior to being furnished pursuant to the Contract Documents; and (iii) information which becomes available on a non-confidential basis from a source other than Buyer if such source was not subject to any prohibition against transmitting the information to Buyer.

(c) Buyer may not communicate details of the Contract or any Confidential Information to a third party without the prior written consent of Seller, provided that consent shall be granted with respect to any reasonable request necessary for Buyer to perform its obligations hereunder. In the event that the disclosure of Confidential Information is requested by a Government Authority or any entity with legal authority over the parties, then Buyer shall give Seller prompt written notice of any such anticipated disclosure, request, or order to disclose the Confidential Information as soon as it becomes aware of the request or decision of the relevant authority or entity in that respect, so that Seller may seek a protective order or other appropriate remedy; provided, however, that in the event that such protective order or other remedy is not obtained, Buyer shall furnish only that portion of the Confidential Information that, upon consultation with legal counsel, Buyer believes is legally required and will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

(d) The obligation of confidentiality set forth herein will remain applicable for the whole duration of the Contract and for a period of two years following its expiration.

17. **Intellectual Property and Infringement.**

(a) No right, title, or interest in and to any Intellectual Property, including any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer. But for the right to use the Goods provided by Seller to Buyer under this Contract and/or to incorporate such Goods into larger products sold by Buyer to its customers, Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer, any license under any Intellectual Property owned by Seller. Except for data that Seller has agreed to provide as a deliverable, or data customarily provided by Seller for quality control purposes (which Buyer

must keep confidential and use solely for such purposes), Seller shall not be required to deliver any data concerning its manufacturing processes.

(b) Buyer agrees to defend, indemnify, and hold harmless Seller, its officers, employees, and agents from any liability, damages, costs, or expenses (including court costs and reasonable attorney's fees) arising out of any actual or alleged claim, demand, suit, action, and/or award for infringement of any third party Intellectual Property arising out of: (i) Seller's use of any design, drawing, or specifications provided or approved by Buyer; (ii) Seller's production of Goods for Buyer pursuant to such design, drawing, and/or specification; and/or (iii) Seller's sale of such Goods to Buyer or Buyer's designated purchaser.

#### **18. Trade Compliance and Export Control.**

(a) The Goods and Services, including any software, documentation, and related technology or technical data included with, or contained in, such Goods or Services and any products utilizing such Goods or Services, software, documentation, or related technology or technical data (collectively, "**Regulated Deliverables**") supplied by Seller pursuant to the Contract Documents are subject to U.S. import and export control laws and regulations and may be subject to EU (European Union), UK (United Kingdom), and other applicable countries' import and export control laws and regulations as well. Buyer agrees to comply with all applicable import and export control laws and regulations of the U.S., the EU, the UK, and any other applicable country, including, without limitation, the Export Administration Regulations, which are administered by the Bureau of Industry and Security of the U.S. Department of Commerce, the International Traffic in Arms Regulations, which are administered by the Directorate of Defense Trade Controls of the U.S. Department of State, the economic and trade sanctions administered by the Office of Foreign Assets Control of the U.S. Department of Treasury, the import and export control laws and regulations of the EU and of any applicable EU Member State, including, without limitation, the legal requirements for the control of exports of dual-use items and the national laws of any applicable EU Member State relating to the export of military items, and the import and export control laws and regulations of the UK.

(b) Buyer shall comply with all applicable U.S. and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, releasing, reselling, or diverting any Regulated Deliverables. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, release, resell, or divert any Regulated Deliverables to any jurisdiction or country to which, or any party to whom, or for any use for which, the export, reexport, release, resale, or diversion of any Regulated Deliverables is prohibited by applicable U.S. or foreign law, regulation, or rule. Buyer shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Deliverables from Buyer with the intent to export or reexport. Buyer shall be responsible for any breach of this Section 18 by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors.

(c) For shipments outside of the U.S., if Seller agrees to be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the Regulated Deliverables, including applications for agreements relating to defense services: (i) Buyer will cooperate with Seller in obtaining such export licenses at Seller's request; and (ii) Seller shall handle the export of such Regulated Deliverables at Buyer's sole expense through Seller's selected and approved export freight forwarder by freight collect or, if Buyer does not have an account with Seller's export freight forwarder, as billed to Buyer by Seller. Seller will have no liability to Buyer in the event that an export license is not approved or is later withdrawn or suspended. Seller may, in its sole discretion, agree to engage in a "routed transaction", in which case Buyer shall provide all documents and take all actions requested by Seller to comply with all applicable export requirements. Buyer agrees to provide Seller with any documentation Seller reasonably requests to comply with the applicable import and export control laws and regulations. For shipments within the U.S., it is the responsibility of Buyer or other exporter to comply with all U.S. export control laws and regulations. For such shipments, Seller is not the "U.S. Principal Party in Interest" (as defined by the U.S. Foreign Trade Regulations) for any subsequent export of the Regulated Deliverables and Buyer shall not identify Seller as such.

(d) Buyer warrants that it is neither currently the subject of applicable economic or trade sanctions, nor is it owned or controlled by any individual or entity that is the subject of such sanctions.

(e) Seller may suspend its performance under the Contract Documents if such performance is not in compliance with applicable import or export control laws or regulations, including due to Seller's inability to obtain any required approval from the applicable governmental authorities. In such case, Seller shall not be liable for its inability to perform.

(f) Buyer agrees: (i) Buyer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014; (ii) Buyer shall undertake its best efforts to ensure that the purpose of this Section 18(f) is not frustrated by any third parties further down the commercial chain, including by possible resellers; and (iii) Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section 18(f). Any violation of this Section 18(f) shall constitute a material breach of an essential element of the Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract or any and all Orders thereunder; and (ii) a penalty in the amount of ten percent (10%) of the total value of the Contract or the price of the Goods exported, whichever is higher. Buyer shall immediately inform Seller about any actual or suspected noncompliance with this Section 18(f), including any relevant activities by third parties that could frustrate the purpose of this Section 18(f). Buyer shall make available to Seller information concerning compliance with the obligations under this Section 18(f) within fourteen (14) days of Seller's request for such information.

19. **Return Material Authorization Process.** All requests by Buyer to return Goods to Seller must be initiated through Seller's responsible account representative. If Buyer has provided the appropriate information to Seller and Seller has approved the subject return, Seller will issue a return material authorization ("RMA") number to Buyer within five (5) working days of Seller's receipt of the appropriate information from Buyer. The parties will agree to any special instructions associated with the return of such Goods at the time the RMA number is issued by Seller.

20. **Tooling.**

(a) Forging and Extrusion Equipment/Tooling:

(i) Any equipment, including jigs, dies, and other non-recurring tooling ("Tooling") which Seller constructs or acquires for use exclusively in the production of Goods to Buyer under these Terms will be and remain Seller's property and in Seller's possession and control. If Buyer pays for or otherwise reimburses Seller for Tooling, then Seller will use such Tooling solely to produce Goods for Buyer under the Order and for no other customer. Seller will require written permission from Buyer to use Tooling to produce Goods for a third party.

(ii) If Seller does not receive an Order from Buyer for Goods or Services requiring the use of such tooling for a period of one (1) year, then Seller may, by written notice to Buyer at Buyer's last known address, notify Buyer of Seller's intent to dispose of such Tooling. If Buyer fails to: (1) place an order with Seller for Goods to be produced using such Tooling; or (2) arrange for the transfer (at its own cost) of any Tooling that it has paid for or reimbursed Seller for, in both cases within thirty (30) days of such notice, then Seller may dispose of such Tooling (if permitted by law) in its sole discretion without liability to Buyer.

(iii) Any materials or equipment owned or furnished by Buyer will be carefully handled and stored by Seller while in Seller's possession. Over a period of three (3) consecutive years, if Seller does not accept any Orders from Buyer for Goods to be made with any such equipment or materials, Seller may, by written notice to Buyer, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to reply or otherwise dispose of the equipment or materials within thirty (30) days of the date of Seller's notice, Seller may make such use or disposition of said equipment or materials in its sole discretion without liability to Buyer.

(b) Forming, Casting, and Machining Equipment/Tooling/Fixturing:



- (i) Any Cold, Hot, and Superplastic Forming, Investment Casting, and Machining Fixturing listed as a deliverable in a line item in Buyer's Order and paid for by Buyer shall remain Buyer's property with title to and ownership of tooling vesting in Buyer.
- (ii) Buyer shall be responsible for funding replacement tooling when the normal life of the tooling is exhausted and/or any necessary tooling maintenance.
- (iii) If Seller does not receive an Order from Buyer for Goods or Services requiring the use of such tooling for a period of one (1) year, Seller may, by written notice to Buyer at Buyer's last known address, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to issue disposition instructions to Seller within forty-five (45) days of such notice, Seller may make any use or dispose of such tooling without liability or obligation to Buyer. Seller may remove any embedded intellectual property which it either owns or is controlled under applicable export control laws prior to returning any Buyer owned tooling.

21. **Insurance.** Buyer shall subscribe and maintain, at its own expense, with insurers of recognized reputation and security, the insurance policies required for the coverage of its liabilities under each Order. At Seller's request, Buyer shall provide Seller with a certificate of insurance evidencing such coverage currently in force, and will provide updated certificates, in a timely fashion, as policies are renewed thereafter.
22. **Assignment and Waiver.** Buyer may not assign Orders without the prior written consent of Seller. Seller may assign any Order in whole or in part, without the consent of Buyer. No provision hereof and no breach of any provision will be deemed waived by reason of any previous waiver of such provision or of any breach thereof.
23. **Severability.** The invalidity, in whole or in part, of any provision in these Terms will not affect the remainder of such provision or any other provision. If any provision or application of these Terms is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms including the invalid or unenforceable provision.
24. **Survival.** The provisions entitled or regarding Limitation of Liability, Trade Compliance, Intellectual Property and Infringement, Confidentiality, Warranty, Indemnity, and all other sections providing for limitation of or protection against liability of Seller shall survive termination, cancellation, or expiration of any Contract or any Order.
25. **Governing Law and Jurisdiction.** These Terms and all accepted Orders will be governed by, and interpreted in accordance with, the laws of the jurisdiction of Seller's legal entity that accepted the Order, and the courts of such jurisdiction shall have exclusive jurisdiction to hear all disputes which arise under these terms. Buyer waives any and all objections that it may have as to personal jurisdiction or venue in any of the aforementioned tribunals. However, Seller shall also have the right to elect that any dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. If Seller exercises its right to elect arbitration, the subject dispute shall be resolved solely pursuant to such arbitration proceedings and the jurisdiction of the courts shall be limited to enforcing the arbitral award, which shall be final and binding on the parties. The right and remedies set forth herein are exclusive and in lieu of any other rights or remedies at law, excluding those relating to choice or conflicts of law.
26. **Government Orders.** It is recognized by the parties that in instances where work is being performed under orders for Government organizations or companies contracting directly with Governments, applicable Government regulatory clauses may apply if accepted by Seller. In the event of a conflict between any such Government clauses and these Terms, these Terms shall take precedence.
27. **Anticorruption.**
- (a) General. Buyer acknowledges that it has had the opportunity to review Seller's written Anti-Corruption Policy ("**Policy**"), which is available at the following web address: <https://www.howmet.com/anti-corruption/>.

Buyer represents and certifies that it fully understands the Policy and agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

(b) It is the intent of Seller and Buyer that no payments or transfers of value shall be made in relation to this Contract or to Buyer's use or disposition of the Goods that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.

(c) Buyer represents that it, and each of its owners, directors, officers, employees, and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by this Contract or in connection with any other business transactions involving Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including any employee of a government corporation or public international organization); (ii) any political party, official, or worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing.

(d) In the event of a breach of any of the representations, warranties or covenants made by Buyer in this Section 27, Seller may, in its sole discretion and in addition to any other remedies it may have under Applicable Law or the Contract, cancel or terminate the Contract and any or all Orders thereunder without notice. In addition, Buyer shall forfeit all rights to receive any payments from Seller with regard to transactions under the Contract, and any payments previously paid by Seller shall be immediately refunded to Seller by Buyer.

28. **Language.** These Terms are written in English and the English language version shall be the sole document used to interpret the rights, obligations, and liabilities of the parties. If any other language is needed by Buyer, the latter should request it from Seller.

29. **Data Privacy.** Each party warrants and undertakes that its processes, services, and treatment of all personal data that it may receive, access, and/or process on behalf of the other party (and/or the other party's employees, customers, or suppliers) or otherwise in connection with the Contract (collectively, "**Personal Information**") comply with Applicable Laws regarding privacy or Personal Information and any national implementing laws, regulations, and secondary legislation (as amended and collectively, "**Privacy Laws**") and shall comply with such Privacy Laws. In particular, each party shall: (a) ensure that any Personal Information of the other party that it processes shall be processed only as needed, to the extent necessary to perform this Contract, and in accordance with the instructions of the other party; (b) retain the personal data only as long as is necessary for the purpose for which such personal data is processed; (c) take all reasonable steps to ensure that the Personal Information is protected from misuse, interference, loss, and unauthorized access, modification, and disclosure; (d) notify the other party in writing within three (3) business day of any: (i) actual breach of this Section 29; (ii) complaint or request by any individual concerning Personal Information; or (iii) actual unauthorized access, disclosure, or loss of Personal Information. If Buyer fails to comply with this Section 29, the applicable data processing agreement or any of the Privacy Laws, Seller may immediately terminate this Contract without further liability. Buyer agrees that it will not notify any individual or body of any actual or suspected unauthorized access, disclosure, or loss of Seller's Personal Information without Seller's prior written consent. By submitting business contact and Personal Information about itself and/or its employees to the other party, such submitting party consents to the collection, processing, storage, use, and transfer of that information to/by the other party and all its controlled entities, affiliates, and subsidiaries in the United States, EU, UK, and elsewhere and their authorized third party contractors or agents for the purpose of: (a) facilitating the parties' business relationship; (b) enhancing either party's ability to contact the other party and its employees; and (c) enabling each party to process and track its transactions with the other party through various internal systems and external third parties ("**Data Purpose**"). Each party warrants and undertakes that it will obtain all the necessary consent from the relevant individuals and fulfill all the obligations under the Privacy Laws before submitting any Personal Information to the other party for processing of such Personal Information as agreed in the Contract. Each party shall use the information

supplied solely for the Data Purpose and shall store the data for as long as is strictly necessary to be able to complete the Data Purpose. When processing such Personal Information, each party shall comply with the Privacy Laws. If applicable, the parties agree to execute a data processing agreement in a form acceptable to Seller to ensure ongoing privacy protection for individuals. For the avoidance of doubt, the lack of data processing agreement signed by the parties means that neither party processes Personal Information on behalf of the other party.

**30. Miscellaneous.**

(a) The Contract, the sale of Goods or provision of Services, and these Terms shall not create or give rise to any third party rights. No third party shall have any right to enforce or rely on any provision of the Contract Documents that does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly.

(b) At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Section 30 and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

**31. INFORMATION SECURITY.** Without limiting either party's obligations under the Privacy Laws, each party, and its representatives and agents must protect Confidential Information. Specifically, each party and its representatives and agents must ensure that all Confidential Information is appropriately protected by protecting Confidential Information from unauthorized access, destruction, loss, use, modification, and/or disclosure, irrespective of the accidental or unlawful nature of such access, destruction, loss, use, modification, and/or disclosure, through appropriate physical and electronic security procedures and safeguards, including mitigating emerging risk to information systems by implementing appropriate information/cyber security programs. Each party must act promptly to identify any harmful or malicious code and to implement appropriate mitigation and remediation efforts to address any such harmful or malicious code. Each party shall notify the other party of any suspected or actual data breach or security incident as soon as a party becomes aware of it.

