

**SENSITIVE**  
**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF OUTSOURCED MANUFACTURING (rev 01-2020)**

- 1. Definitions:** The term "Contract" means these Standard Terms and Conditions for Purchase of Outsourced Manufacturing ("Terms and Conditions") together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Howmet Aerospace Inc., or its subsidiary(ies) or affiliate(s) executing this Contract. The term "Seller" means any individual, corporation or other entity who is to supply Products and/or Services purchased by the Company pursuant to this Contract. The term "Products" means the goods or materials sold by Seller and purchased by Company under this Contract. The term "Services" means all services furnished by Seller and purchased by Company under this Contract.
- 2. Scope of Work and Acceptance:** This Contract constitutes the sole and exclusive terms on which Company agrees to be bound. Seller agrees to perform Services in exchange for Seller's compensation as provided in this Contract. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery according to schedule of all or any portion of the Services covered under this Contract by Seller. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein.
- 3. Price/Terms:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Company's prior express written consent. If during the term of this Contract, Seller sells services that are the same or are substantially similar to the Services to another customer at prices below those stated in the Contract, Seller will immediately extend such lower prices to Company. If Company provides satisfactory evidence that it can purchase Services of like quality and similar commercial terms at a lower price, and if Seller elects not to meet such lower price, then Company may elect to purchase Services from the supplier with the lower price, and any obligation of Company to purchase Services from Seller pursuant to the terms of this Contract will be deemed to be waived by Seller to the extent of any such purchases. Upon request of Company, Seller will be required to certify that it is in compliance with the requirements of this paragraph. In addition, Company will have the right to examine and audit, during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Seller's obligations as set forth in this paragraph and costs incurred pursuant to this Contract. Such records will be kept by Seller for a period of at least three (3) years after the expiration or termination of this Contract, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate to permit the aforementioned audit. Except as expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Products and/or Services from Seller and Company will be entitled, in its sole discretion, to purchase the same or similar Products and/or Services from other suppliers. Company expressly reserves the right to disclose the terms of this Contract, including but not limited to price, to third parties.
- 4. Taxes: Seller will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction.** If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Company, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Products were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under this contract, or upon the product provided hereunder, will be the responsibility and liability of Seller.
- 5. Inspection and Quality Assurance:** All Products and/or Services will, before delivery, be subject to inspection, tests, and audits by Company, its agent, customer and/or any regulatory agency at reasonable times and places. Seller agrees to provide access for Company, its agent, customer and/or any regulatory agency to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. This right of access includes access to all facilities involved in the execution of this Contract, including any subcontractors, and access to all applicable quality records, including records of the calibration system. Neither the inspection, testing, or auditing of any Products and/or Services, nor the failure to do so, before delivery to Company will constitute acceptance of any Products and/or Services or relieve Seller from exclusive responsibility for furnishing Products and/or Services in strict conformance with the Company's specifications. Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Products and/or Services and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Products and/or Services. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
- 6. Record Retention:** Seller will retain such quality records as stated in Section 5 for a minimum period of seven (7) years after completion of this Contract or as otherwise specified in writing by Company. Products and/or Services identified by Company as subject to government safety regulation will require a minimum retention period of fifty (50) years. If this retention requirement cannot be met, Seller will transfer such records to Company.
- 7. Rejection and Revocation of Acceptance:** Products will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Contract or impair or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Products do not conform with the requirements of this Contract, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) return any or all nonconforming Products to Seller for reimbursement, credit, replacement, or repair as Company may direct; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Any Products rejected by Company and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Products will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such nonconforming Products that are so remedied will have the same warranty as stated in Section 8 from the date of re-delivery.
- 8. Warranty:** Seller warrants that all Products will conform to all applicable specifications, drawings, instructions, data, samples, standards and regulations, and will be merchantable, free from defects in design, material and workmanship, will be as described and advertised, of good quality, fit for the intended purposes, and will be free from all liens and encumbrances. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Limitations on Company's remedies (or disclaimers of warranties) in documents of Seller, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of, payment for, and use of the Products and completion, termination, or cancellation of this Contract, and will run to Company, its customers, successors, and assigns, and to users of the Products. This transaction will be governed by the Uniform Commercial Code, latest revision, as enacted by Delaware, including all warranty protections (express or implied) and all buyer remedies set forth therein.
- 9. Performance Standard:** Seller undertakes to perform the Services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry, and to ensure that employees assigned to perform any Services under this Contract will conduct themselves in a manner consistent therewith. The Services will be rendered by Seller in (1) an efficient, safe, courteous and businesslike manner, (2) in accordance with any specific instructions issued from time to time by Company and (3) to the extent consistent with above, as economically sound as business judgment warrants. Seller will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.
- 10. Patents:** Seller will indemnify, protect, defend or settle (at Seller's expense) and hold harmless Company, its parents, affiliates and its and their directors, officers, employees, agents, successors and assigns, its customers and the users of Seller's Products and/or Services ("Indemnitees") from all liabilities and all other

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obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other costs of litigation (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Company's purchase, use or sale of Products and/or Services supplied under this Contract. In the event of an allegation of intellectual property infringement or if the use or sale of the Products and/or Services is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Products and/or Services; (ii) make such alterations, modifications or adjustments to the Products and/or Services so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) refund the purchase price. All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Products and/or Services, and completion, termination, or cancellation of this Contract. If any settlement requires an affirmative obligation (other than ceasing use of the Products and/or Services) of, results in any ongoing liability to or prejudice or detrimentally impacts Company in any material way, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

- 11. Indemnification:** Seller will indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Services, defective Services or their manufacture, delivery, use or misuse; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Seller hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Seller rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Seller encompassed by this Indemnification paragraph. Among other such laws, Seller expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act, and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended or revised from time to time.
- 12. Insurance:** Seller agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, including but not limited to insurance for professional liability, cyber security liability, and environmental liability, where applicable, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Company, including Company as an additional insured, under policies of Insurance; (iii) to ensure that Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Company is exposed and that the limits of Insurance to which Company is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Seller under all of the policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Company's insurance policies, which policies shall be, in all respects, excess to Seller's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Company's request, to timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance.
- 13. Termination:** Company may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Products and/or Services indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a *pro rata* basis, for Products and/or Services delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will become the property of Company and will be released by Seller to Company for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.
- 14. Cancellation:** Company will have the right to cancel this Contract, in whole or in part, if the Products and/or Services are, in Company's judgment, non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of this Contract, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform this Contract becomes impaired, whereupon Company will have the continuing right to obtain Products and/or Services from another source.
- 15. Payments:** All invoices for Products and/or Services provided to Company will be accumulated upon receipt for a period from the 1st day of a month to the last day of the month (the "Accumulation Period"). Company will pay invoices received during the Accumulation Period on the 4th day of the 4th month from the end of such Accumulation Period for Services that, in Company's judgment conform to the requirements of the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Products and/or Services, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Products and/or Services will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Seller does not constitute acceptance of the Products and/or Services covered by the invoice. If the production or delivery of Products and/or Services covered by this Contract may give rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Seller has delivered to Company a complete release of all liens arising out of the production or delivery of such Products and/or Services or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Company indemnifying it against any lien. If payments are required to be made under this Contract by Company in a currency other than USD, Seller will provide Electronic Funds Transfer (EFT) instructions to Company and Company will make such payments to Seller electronically, to the extent permitted by law. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.
- 16. Confidentiality:** At all times, Seller will (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Contract and will be responsible for the disclosure or other misuse of Confidential Information. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, terminate Seller's further use of Confidential Information and Seller shall immediately return to Company all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Company will not affect Seller's continuing obligations in this Section 16.
- 17. Counterfeit and Suspect Goods:** Seller warrants that it shall not deliver Counterfeit and Suspect Goods to Company and shall immediately notify Company if Seller becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Company, Seller shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Seller; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Seller shall indemnify Company for all Claims relating to Counterfeit or Suspect Goods, including without limitation Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Seller shall include this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.
- 18. Liens:** Seller guarantees that no lien, encumbrance or security interest will be filed by Seller or anyone claiming through or under Seller against Company, Company's property or the Products and/or Services with respect to the Products and/or Services furnished under this Contract.

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- 19. Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company. Seller will provide all safeguards, and take all precautions, necessary in connection with the production and delivery of the Products and/or Services sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Products and/or Services delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company.
- 20. Assignment:** Neither this Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Company will be null and void.
- 21. No Violation of Law:** Seller and the Products and/or Services will comply with all applicable foreign, federal, state and local laws, rules, regulations, orders, conventions, ordinances or standards including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with certificates of compliance therewith. Unless this Contract is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Company, Seller will furnish to Company an executed Certificate of Non-Segregated Facilities. Seller warrants that the Products delivered hereunder were produced at Company facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act and agrees to, upon request, provide Company with all explanatory and factual information needed to verify such compliance and to enable Company to comply therewith, and with any other laws and regulations applicable hereto. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the National Highway & Transportation Safety Administration, Federal Aviation Administration, Environmental Protection Administration, Food and Drug Administration, Consumer Product Commission, and Occupational Safety & Health Act Administration. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 22. Limitation on Use of Payment:** Seller will not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to this Contract to influence improperly or unlawfully any decision, judgment, action or inaction of any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this Contract that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. If Seller breaches the terms of this provision, Company may immediately terminate this Contract without any liability.
- 23. Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations.
- 24. Company Name/Logo:** Seller may not use the Company's name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Company.
- 25. Hazardous and Dangerous Goods and Materials:** Seller warrants: (1) that any chemical substance or mixture delivered to Company pursuant to this Contract is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Company's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about Products required by Company to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to-know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Company upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Company's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Company pursuant to this Contract.
- 26. Import/Export Compliance:** If any Products and/or Services are to be delivered into any other country, the Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of such Products and/or Services, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.
- 27. Duty Drawback:** Upon request of Company, Seller will cooperate with Company in seeking any duty drawback available to Company in connection with export by Company of any Products and/or Services imported by Seller and provided to Company under this Order, or incorporating, or manufactured by Company from, such Products and/or Services. Without limitation, Seller will (i) provide all information with respect to such imported Products necessary to complete any such drawback claims to be filed by Company, including U.S. Customs Service entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Company's drawback claims.
- 28. Changes:** Company may, at any time, in writing, make changes to the general scope of this Contract, including changes to drawings, designs, specifications, materials, or packing, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly. Any claim by Seller for any adjustment hereunder must be made within fifteen (15) working days of the date Seller is first notified of the change. Seller will not supply substitute material or service, or subcontract of any portion of this Contract, without the prior written consent of Company. Seller will not make any changes in its process or processing parameters that could affect performance or consistency of the Company's products without advance, written notification to Company and prior, written approval by Company of such changes. Company may request from time to time data on the current revision status of any process used for processing the Company's products in order to verify the change status.
- 29. Process, Material or Design Changes:** If Seller or any supplier of Seller makes or intends to make any change to the process, materials, or design details of the goods, including raw materials or parts used in the manufacture of the goods, such changes including, but not limited to, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be a Material Change. Seller must promptly notify Company in writing of any Material Change. Additionally, if a Material Change could affect the goods or any component part thereof with regard to quality, functionality, form, stability, safety, or otherwise fitness for its intended purpose, Seller shall at its own expense promptly send Company product samples complete with test reports indicating the test instrument used (such samples and test reports together the "Conforming Samples"), and shall verify the Conforming Sample specifications compared to the specifications and performance of the goods as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the goods incompatible for the use for which Company is purchasing the goods, Company shall provide written notice of such incompatibility to Seller within sixty (60) days after receipt of notice of such

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Material Change and the Conforming Samples, if applicable. Seller shall only make or allow a supplier of Seller to make a Material Change necessitating the provision of a Conforming Sample after Company's prior written approval.

- 30. Electronic Commerce:** Seller acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Products and/or Services hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.
- 31. Notifications:** Seller agrees to immediately notify Company of any actual or possible safety or quality problems with the Products delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, labor disputes, insolvency or other matters that might delay or interfere with its performance of this Contract.
- 32. Company's Property and Parts:** All property, including but not limited to supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items of any kind supplied to Seller, or paid for, or for which Seller has been reimbursed, by Company, or for which Company has agreed to reimburse Seller, will be and remain Company's property. Seller will mark, tag or otherwise identify Company property as such. Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. Company's property will not be used by Seller for any purpose other than the performance of this Contract; will not be commingled with the property of Seller or with that of a third party; and will not be moved from Seller's premises or altered without Company's prior written consent. Seller will keep adequate records of Company's Property and Parts, which records will be made available to Company upon request. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. Seller will indemnify, protect, defend and hold harmless Company, its successors and assigns from and against all claims and liens adverse to Company's ownership of Company's property and all loss or damage to such property occurring while in Seller's custody or control. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.
- 33. Scrap:** Any Product scrap, slit trim, drop, heads, tails, chips, shavings, offal and/or rejected material generated at Seller's location through Seller's processing of materials or parts provided by, or on behalf of, Company will be and remain Company's property. Seller will not commingle any scrap generated by the conversion or tolling of Company's property with any other material or tolled products from others. Unless otherwise specified, the Company's preferred disposition for all scrap is return to Company location. All scrap will be suitably packaged and prepared for return to Company, or to other location when specified by Company, FOB Seller's facility. Seller will segregate Scrap by material alloy, mark it with appropriate identification and keep it clean and dry.
- 34. Inventory:** Company will have the right of access to inspect and examine Company Property and Parts in Seller's facility at all reasonable times. When requested to do so by Company, at Company's request, Seller will take a physical inventory of all Company-owned Property and Parts held by Seller and submit to Company an itemized report of such inventory.
- 35. Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting, beyond its reasonable control and without its fault or negligence provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and products and services to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Company may purchase the Products and/or Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.
- 36. Background/ Checks:** Seller, at its own expense, will have background and credit checks performed on each employee that it plans to assign to work on the Company's premises. Seller will comply with all applicable C-TPAT security criteria as issued and updated by the U.S. Customs and Border Protection Agency from time to time. Seller will provide Company with documentation of such compliance upon request.
- 37. Transition of Supply:** In connection with termination of this Contract or Company's decision to change to an alternate source of supply, Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Seller will continue delivery of all Products and/or Services as ordered by Company, at the prices and other terms stated in this Contract, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Company's ability to obtain Products and/or Services as needed; and (b) subject to Seller's reasonable capacity constraints, Seller will provide special services as expressly requested by Company in writing. If the transition occurs for reasons other than Seller's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Any costs incurred by Seller without Company's prior written consent shall be for Seller's account.
- 36. Quality Assurance:** Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the delivery of Services and Products and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Services and Products. Seller agrees to notify Company of any change to the Seller's quality control/assurance program as well as certificates, affidavits and other such records relating to the Services and Products. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
- 37. Supplier Standards:** Seller acknowledges that it has access to, has read and understands Company's standards of conduct as set forth in Howmet Supplier Standards (the "Guide") as published at <https://www.howmet.com/global/en/contact/supplier/pdf/supplier-standards-english.pdf>.
- 38. Conflict Minerals and Specialty Metals:** All goods supplied by Seller to Company that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Seller, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Seller agrees to: cooperate with Company in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule. Seller warrants that any specialty metals incorporated in goods delivered under this Contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, as defined in and required by DFARS 252.225-7009.
- 39. Data Privacy:** Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Company (and/or Company's employees, customers or suppliers) complies with the applicable federal, state and international laws regarding personal

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data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply with such Privacy Laws. In particular, Seller shall ensure that any personal data is processed only as needed to perform this Contract. If applicable, Seller agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. Seller will notify Company immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Company's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Company regarding any such complaint or request. If Seller fails to comply with any of the Privacy Laws, Company will have the option to terminate this Contract immediately without further liability. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. By submitting business contact and personal information about Seller and/or its employees to Company, Seller consents to the collection, processing, storage, use and transfer of that information to/by Company and all its controlled entities, affiliates and subsidiaries in the United States of America, Europe and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating Seller's business relationship with Company, enhancing Company's ability to contact Seller and its employees, and enabling Company to process and track Seller's transactions with Company through various internal systems and external third parties ("Purpose"). Company shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

- 40. Subcontracts:** Unless otherwise specified, Seller must obtain Company's written permission before subcontracting any portion of this Contract. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to all of the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Company, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Company.
- 41. Authorization to File Financing Statements; True Bailment:** The Seller hereby irrevocably authorizes Company at any time and from time to time to file in any jurisdiction in which the Uniform Commercial Code (UCC) has been adopted any initial financing statements and amendments thereto that (a) indicate as the "collateral" it covers (i) all assets of Company held by the Seller or words of similar effect or (ii) an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any initial financing statement or amendment, including whether the Seller is an organization, the type of organization and any organization identification number issued to the Seller. The Seller agrees to furnish any such information to Company promptly upon request. The Seller also ratifies its authorization for Company to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. This Contract is intended to and shall effect a true bailment of the Company's property, and no party hereto will take a position on any financial statement, tax return or other document, whether before any governmental agency, in any judicial proceeding, or otherwise, that is in any way inconsistent with the treatment of the transactions contemplated hereby as a true bailment of the Company's property. In the event that, notwithstanding the intent of the parties, any of the Company's property is determined by any applicable court or other governmental authority for any purpose to be the property of the Seller's estate, then (a) this Contract also shall be deemed to be a security agreement within the meaning of the UCC as in effect in any applicable jurisdiction, and (b) the bailment of the Company's property by Company under this Contract shall be deemed to be a grant by the Seller to the Company of a first priority lien on and security interest in all of the Seller's right, title and interest in, to and under such Company property and all proceeds thereof, whether now or hereafter existing or created, to secure (i) the rights of Company under or pursuant to this Contract, and (ii) without limiting the foregoing, the payment and performance of the Seller covenants, agreements, obligations and liabilities (whether monetary or otherwise) to Company under or pursuant to this Contract.
- 42. Choice of Law and Choice of Forum:** Any and all claims or matters of dispute between the parties to this Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, shall be resolved, governed by, construed, and enforced in accordance with the laws of Delaware, regardless of the legal theory upon which such matters are asserted, including Delaware's statutes of limitations but not including its choice of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph shall be resolved in a court of competent jurisdiction in Wilmington, Delaware, which courts shall have exclusive jurisdiction of all such disputes. Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.
- 43. Anti-Waiver:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.
- 44. Other Provisions:** Time is of the essence with respect to Seller's performance hereunder. Any remedies provided herein to Company are cumulative and in addition to any other remedies provided in law or equity or by statute.