

STANDARD TERMS AND CONDITIONS FOR GOODS
(Rev 12-2022)

1. **CONTRACT AND ACCEPTANCE:** The term “Contract” means these Standard Terms and Conditions for Goods (“T&Cs”) together with all documents specifically referenced herein and any written purchase order (“Purchase Order”), contract or agreement which attaches, incorporates or otherwise references these T&Cs. The Contract constitutes the sole and exclusive terms on which Company agrees to be bound. The term “Company” means Howmet Aerospace Inc. or any of its affiliates or subsidiaries which issue a Purchase Order in connection with this Contract. The term “Supplier” means any individual, contractor, corporation or other legal entity that provides Goods (as defined herein) or performs work or Services (as defined herein) for the benefit of Company as specified in the Contract. “Goods” means the goods, materials and related services supplied by Supplier and purchased by Company as specified in the Contract. “Services” means the services rendered by Supplier and purchased by Company as specified in the Contract. This offer expressly limits acceptance to the terms of the offer, and Company hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. In addition to the other terms of this offer, this offer expressly includes all implied warranties (including, but not limited to, those set forth in 6 Del. C. §§ 2-312, 2-314 and 2-315) and all of the buyer’s remedies (including, but not limited to, those set forth in 6 Del. C. §§ 2-711 through 2-717) set forth in the Uniform Commercial Code or that are otherwise applicable. If this Contract is construed as an acceptance, this acceptance is expressly conditioned on Supplier’s assent to any different or additional terms, express or implied in this Contract. In exchange for the Supplier’s compensation set forth in this Contract, Supplier agrees to supply the Goods and to perform the Services set forth herein. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or shipment of all or any portion of the Goods covered under this Contract by Supplier. Except as otherwise expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Goods or Services from Supplier and Company will be entitled, in its sole discretion, to purchase the same or similar Goods or Services from other suppliers.
2. **SHIPMENT AND TIME FOR PERFORMANCE:** Supplier’s shipment of Goods will be F.O.B., place of destination (as defined by 6 Del. C. § 2-319) listed on Company’s Purchase Order. All Goods will be delivered in strict conformity with the dates and schedules referenced in the Contract. Time for delivery is of the essence.
3. **SUPPLIER’S COMPENSATION:** Supplier will promptly submit to Company correct and complete invoices, supporting documentation and all other information reasonably required by Company in connection with the delivery of the Goods or performance of the Services. Company may withhold payment until such documents are received and verified. All invoices for Goods or Services provided to Company will be accumulated upon receipt for a period from the first day of the month to the last day of the month (the “Accumulation Period”). Company will pay invoices received during the Accumulation Period on the fourth day of the fourth month from the end of such Accumulation Period for Goods or Services that, in Company’s judgment, strictly conform to the requirements of the Contract. Payment by Company of an invoice from Supplier does not constitute acceptance of the Goods or Services covered by the invoice. Company reserves the right to pay, in its sole discretion, according to either the payment terms of the Contract or any alternate payment terms indicated on the Supplier’s invoice. 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 Goods or Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods 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 Supplier has obtained and delivered to Company: (i) a complete release and discharge of all liens arising out of the production or delivery of Goods or Services; (ii) receipt in full covering all labor and materials for which a lien could be filed; or (iii) a bond satisfactory to Company indemnifying it against any lien. If payments are required to be made under this Contract by Company in a currency other than USD, Supplier will provide Electronic Funds Transfer (EFT) instructions to Company and Company will make such payments to Supplier 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 Supplier or any of its parents, subsidiaries or affiliates, any obligations that Supplier, or any of its parents, subsidiaries or affiliates, may owe to Company.
4. **PRICE:** Supplier 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, including, but not limited to, charges for shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and crating. If during the term of this Contract, Supplier sells goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Supplier will immediately extend such lower prices to Company. If Company provides satisfactory evidence that it can purchase goods of like quality and similar or greater quantity as the Goods at a lower price, and if Supplier elects not to meet such lower price, then all quantities of such Goods actually purchased by Company at a lower price will be deducted from the remaining quantity obligation, if any, for such Goods required hereunder.
5. **WARRANTIES:** Supplier warrants that, from the date of tender of delivery of the Goods and for a period of four (4) years thereafter, all Goods: (i) shall be merchantable and free from defects in materials, design and workmanship (whether

or not approved by Company); (ii) shall conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples and models, including those provided by the Supplier after contract formation; (iii) shall be fit for the particular purpose(s) for which the Goods are required, and Supplier acknowledges that Company is relying on the Supplier's skill or judgment to furnish suitable Goods; (iv) shall be composed of all new components; (v) shall be free and clear of all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (vi) shall be manufactured and sold in compliance with all applicable federal, state and local laws, regulations or orders and trade standards applicable to the Goods. Such warranties explicitly extend to future performance of the Goods. 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 Supplier's documents, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this Section will survive inspection or acceptance of, payment for and use of the Goods and expiration, termination or cancellation of this Contract and will run to Company, its customers, successors and assigns and to users of the Goods. 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. In addition to remedies otherwise available to Company, if Supplier is in breach of the warranties set out in this Section, Supplier will, at the election of Company and upon notice from Company, and at Supplier's sole cost (including any relevant transportation and labor costs), either redesign, repair or replace (including, if applicable, reinstall) the Goods or re-perform the related Services to Company's satisfaction, prior to the expiry of the time set forth in the notice. If Supplier is unable or unwilling or fails to make the necessary redesign, repair or replacement within the period specified, Company may perform or cause to be performed such redesign, repair or replacement at Supplier's risk and cost and any costs and expenses incurred by Company will be recoverable from Supplier as a debt due and payable. Supplier warrants that all Services provided in connection with this Contract will be performed in compliance with applicable laws and regulations, in a professional and competent manner and in accordance with the highest standards of the industry. Supplier warrants that all of its employees and subsuppliers, and all other persons or entities acting on its behalf in the performance of this Contract, shall agree to and abide by the warranties set forth herein.

6. LIENS: Supplier guarantees that no lien, encumbrance or security interest will be filed by Supplier or anyone acting on behalf of, or claiming under or through Supplier, against Company, Company's property or the Services or Goods furnished under this Contract.

7. SAFETY: Supplier will provide all safeguards and precautions necessary, in connection with the production and delivery of the Goods or provision of Services to prevent the occurrence of any accident, injury, death, loss or damage to any person or property, and Supplier will be solely responsible for any such occurrences. Supplier warrants that all Goods or Services delivered hereunder will be in compliance with all Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company. Supplier agrees to immediately notify Company of any actual or possible safety or quality problems with the Goods or Services delivered hereunder.

8. COMPANY'S PROPERTY AND PARTS: All property of any kind supplied to Supplier or paid for by Company or for which Supplier has been or will be reimbursed by Company, including, but not limited to, supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and any other similar items, will be and remain Company's property. Supplier will mark, tag or otherwise identify Company property as such. Supplier will maintain such property in good condition and repair, except to the extent that such property is integrated into Goods delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Supplier are consigned to Supplier solely for purposes of such processing and remain Company's property. Company's property will not be used by Supplier for any purpose other than the performance of this Contract, will not be commingled with the property of Supplier or with that of a third party and will not be moved from Supplier's premises or altered, without Company's prior written consent. Supplier will keep adequate records of any Company property provided to Supplier in connection with this Contract, which records will be made available to Company upon request. All Company property, while in Supplier's custody or control, will be held at Supplier's risk, free of all liens, encumbrances or security interests of Supplier or third parties, and will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost, with loss payable to Company. All property of Company is subject to removal by Company at any time and to return upon Company's request. Supplier assumes all risk of death or injury to persons or damage to property arising from or related to use of Company's property. Company does not guarantee the performance of any Company property or the suitability of any property furnished by it for any particular work. Supplier assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Supplier.

9. REJECTION AND REVOCATION OF ACCEPTANCE: Company shall not be bound to reimburse Supplier for any Goods or Services that, in Company's judgment, fail to conform to Supplier's obligations under the Contract. Company has the right, before payment or acceptance of the Goods or Services under this Contract, to inspect the Goods or Services at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods or Services, nor the failure to do so, before delivery to Company constitute acceptance of any Goods or Services or relieve Supplier from exclusive responsibility for furnishing Goods or Services in strict conformance with Company's

specifications and instructions. If, in Company's judgment, the Goods or Services or the tender of delivery fail in any respect to conform to the Contract, Company may: (i) reject the whole; (ii) accept the whole; or (iii) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by Company, in whatever form, suffices to inform the Supplier that the transaction is claimed to involve a breach and that Supplier will be responsible for any losses resulting from the nonconformity. In an appropriate case, Company may revoke its acceptance of Goods or Services. Supplier agrees that Company's acceptance of the Goods or Services is reasonably induced by the Supplier's assurances of the quality of the Goods or Services and conformity to the terms of the Contract.

10. **AUDITS AND INSPECTIONS:** Company has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Supplier's obligations under this Contract. Such records will be kept by Supplier for a period of at least four (4) years after the expiration, termination or cancellation of this Contract, or for such longer periods as may be required by law. In addition, Company may inspect or test the Goods at any reasonable time and place prior to delivery. Supplier agrees to provide reasonable assistance for such audits, inspections and tests.

11. **TAXES:** Supplier 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 Supplier for the privilege of doing business in a jurisdiction. If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Company on behalf of any taxing jurisdiction, Supplier will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Supplier. Supplier 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 therefor, including registration, collection of taxes and the filing of returns, where applicable. Notwithstanding whether Supplier must collect sales and use tax from Company, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Goods or Services were provided. If applicable, in lieu of payment for any sales and use tax, Supplier 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 Supplier 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 Supplier, or the price or compensation under this Contract, or upon the Goods or Services provided hereunder, will be the responsibility and liability of Supplier.

12. **CONFIDENTIALITY:** During the term of this Contract and for five (5) years after its expiration, termination or cancellation, Supplier shall not make use of Company's Confidential Information (as defined herein) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Supplier obtains from Company or otherwise discovers in the performance of this Contract. "Confidential Information," as used in this Contract, will mean all information relating to Company's business which is not generally available to the public. Confidential Information includes information that Supplier possesses that predates this Contract. The foregoing provisions of this Section shall not apply to any information that is: (i) rightfully known to Supplier prior to disclosure by Company; (ii) rightfully obtained by Supplier from any third party; (iii) made available by Company to the public without restrictions; (iv) disclosed by Supplier with prior written permission of Company; (v) independently developed or learned by Supplier through legitimate means; (vi) disclosed by Company to a third party without a duty of confidentiality on the third party; or (vii) disclosed pursuant to any applicable laws, regulations or order of a court of competent jurisdiction. Supplier will provide reasonable prior written notice to Company if it is required to disclose any of Company's Confidential Information under operation of law and disclose only the Confidential Information that Supplier is legally required to disclose. 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, in its sole discretion, elect at any time, by written notice to Supplier, to terminate Supplier's further use of Confidential Information. Upon such election or the expiration or termination of this Contract, Supplier shall immediately return to Company all Confidential Information and copies thereof and erase any digitally held Confidential Information. Expiration or termination of this Contract will not affect Supplier's continuing obligations in this Section. Company expressly reserves the right to disclose any of the terms of this Contract, including, without limitation, pricing, to third parties.

13. **LIMITATION ON USE OF PAYMENT:** Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to this Contract to corruptly or unlawfully influence any decision, judgment, action or inaction of any individual 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 and no transaction shall be entered into in connection with this Contract that is illegal, improper or intended to corruptly or unlawfully influence any individual or entity. If Supplier breaches the terms of this provision, Company may immediately terminate this Contract without any liability. No payments

or transfers of value shall be made 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.

14. **COUNTERFEIT AND SUSPECT GOODS:** Supplier warrants that it shall not deliver Counterfeit and Suspect Goods (as defined herein) to Company and shall immediately notify Company if Supplier becomes aware or suspects that it has delivered Counterfeit and Suspect Goods. When requested by Company, Supplier 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 Supplier; or (vi) items for which credible evidence (including, without limitation, visual inspection or testing) provides reasonable doubt that the part is authentic. Supplier shall indemnify Company for all Claims (as defined herein) relating to Counterfeit and Suspect Goods, including, without limitation, Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Supplier shall include this Section or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.

15. **INTELLECTUAL PROPERTY:** Supplier will promptly disclose to Company all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, including any and all modifications to Company's specifications or any process related to the Goods (regardless as to whether Company specifically requested such modification(s)), expressions of computer programs, manuals, databases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice or developed by Supplier arising out of the performance of Services, all referred to in this Contract as "Contract Developments". All Contract Developments, including works, mask works or other semi-conductor topography rights, works of authorship, drawings, labels, photographs, video and sound recordings, art and software (source code and object code) (whether or not copyrightable under the laws of the United States of America, any state or territory thereof or any foreign country), patents, trade secrets, trademarks, copyrights, moral rights, rights of publicity or other proprietary or intellectual property right, will be the sole and exclusive property of Company in respect to any and all countries and their territories and possessions. Supplier hereby assigns to Company all rights and future rights in such Contract Developments. Company shall have complete and unrestricted right to use all Contract Developments prepared by Supplier and its sub-suppliers in connection with the performance of Services. To the extent any local law prohibits the assignment of such Contract Developments by Supplier to Company, Supplier hereby grants to Company a worldwide, exclusive (even as to Supplier), permanent, royalty-free, fully paid-up license with a right to sublicense to others, to make, to have made, to use, to have used, to sell, to have sold, to import and to have imported such Contract Developments. To the extent permitted by law, any Contract Development, including software, that generates copyrightable material will fall within the enumerated categories of §101 of the 1976 Copyright Act definition of "work for hire" subsection (2) and thus be considered a "work made for hire". Supplier acknowledges that by so considering any Contract Development as a "work made for hire" that Company will own all right, title and interest in and to any copyright associated with such Contract Development. To the extent under applicable law that such work may not be deemed a "work made for hire," Supplier expressly assigns and agrees to assign to Company all right, title and interest in and to Supplier's copyright or copyrightable material for such work. Supplier will execute and deliver to Company such instruments of transfer and take other such action that Company may reasonably request, including, without limitation, such assignments and other documents required to vest in Company the entire right, title and interest in and to any copyright associated with such Contract Developments. All Contract Developments may be used by Company for any purpose, without additional compensation to be paid to Supplier. Supplier will perform, at the request of Company, all lawful acts and execute, acknowledge and deliver all instruments, including assignments, deemed necessary, useful or appropriate by Company to vest in Company the entire right, title and interest in and to such Contract Developments and obtain and record title to such Contract Developments and to enable Company to prepare, file and prosecute applications for and obtain patents, copyrights and other forms of industrial property protection on such Contract Developments, as well as continuations, divisions, continuations-in-part, additions, reissues, renewals and extensions of such Contract Developments, as Company at any time deems useful or desirable to preserve such interests in any and all countries selected by Company, and to obtain and record title to patents, copyrights and other forms of industrial property protection and applications for such Contract Developments, so that Company will be the sole and absolute owner of the Contract Developments in any and all countries in which Company may desire such protection. As used in this Contract, "industrial property" includes patents and copyrights, as well as any other form of industrial or intellectual property protection which is presently available or applicable, or which may become available or applicable, to Contract Developments, including developments in expressions of data and computer software. Any reasonable, documented, out-of-pocket additional costs to Supplier required to satisfy the obligations of this Section will be reimbursed by Company. Supplier hereby warrants that: (i) each Contract Development was developed through Supplier's sole and original efforts and does not infringe the intellectual property or privacy rights of any person; and (ii) Supplier has no other arrangement that would interfere with assigning all of its interest in the Contract Development to Company. Supplier may not use 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.

16. **INDEMNIFICATION:** Supplier 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, without limitation, attorneys' fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Goods, the Services, liens on Goods, defective Goods or Services or their manufacture, delivery, use or misuse; (ii) the actual or alleged

misappropriation or infringement of any third party's intellectual property rights; (iii) the performance of this Contract; or (iv) 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 Supplier, its directors, officers, employees, subsuppliers, agents, representatives, successors or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. In the event of an allegation of intellectual property misappropriation or infringement, Supplier will, at its own expense and at Company's option, either: (a) procure the right for the Indemnitees to continue using, having used, making, having made, selling, having sold, importing and having imported the Goods; (b) make such alterations, modifications or adjustments so that the Goods so produced become non-infringing without incurring a material diminution in performance or function; or (c) refund the purchase price. All such obligations of Supplier to indemnify, defend and hold harmless Company are in addition to Supplier's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Goods or Services, and expiration, termination or cancellation of this Contract. Supplier hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Supplier 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 Supplier encompassed by this Section.

17. **INSURANCE:** Supplier agrees: (i) to maintain in full force and effect casualty, property and other lines of insurance of the types, 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 Supplier 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 Supplier'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; and (vi) upon Company's request, to timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance.

18. **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 and supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control, and without the fault or negligence, of the party affected. The party affected by an event under this Section shall furnish prompt written notice of any delays or non-performances (including the anticipated duration) after becoming aware that it has occurred or likely will occur. If Supplier is unable to perform for any reason, Company may purchase the Goods and obtain the Services from other sources and reduce its obligations owing to Supplier accordingly, without liability to Supplier. Within three (3) 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.

19. **HAZARDOUS AND DANGEROUS GOODS AND MATERIALS:** Supplier warrants: (i) 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; (ii) 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, Supplier will provide Company with an adequate supply of such warning labels, instructions and notices for use in Company's facilities; (iii) that Supplier will supply with or before delivery, and at any other time upon Company's request, all information known to Supplier 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 (iv) that Supplier will ascertain and furnish all information about Goods required by Company to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws, as well as those governing occupational safety and health and hazardous materials) 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. Supplier 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. Unless approved in writing by Company's location manager prior to shipment, Supplier will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or one percent (1%) by weight of the Goods, whichever is less. Furthermore, Supplier warrants that any metal delivered under this Contract does not contain any regulated radioactive materials. Supplier agrees to indemnify and hold Company harmless from any and all Claims resulting from or arising under, in whole or in part, a breach of the foregoing warranty. Supplier agrees to be responsible for proper removal and disposal of any such materials and to pay the costs of any necessary cleanup.

20. **SUPPLIER CODE OF CONDUCT:** Supplier acknowledges that it has access to, has read and understands Company's Supplier Code of Conduct as published at <https://www.howmet.com/supplier-code/>, which URL or Code of Conduct may be updated from time to time. Any such change shall not affect the applicability of the material referenced therein.
21. **CONFLICT MINERALS AND SPECIALTY METALS:** All Goods supplied by Supplier to Company that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act") and United States Securities and Exchange Commission regulations implementing the Act ("Rule") will only come from sources that are not known by Supplier, 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. Supplier agrees to: (i) cooperate with Company in conducting any due diligence in accordance with the Rule; (ii) 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 (iii) maintain records related to the Rule. Supplier 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.
22. **FORCED LABOR:** Supplier shall not, and shall ensure that its suppliers, subcontractors and other business partners involved in the provision of the Services or Goods ("Subcontractors") do not use any form of convict, indentured or forced labor, including forced or indentured child labor, labor of North Korean citizens or nationals, labor of Uyghurs in and around Xinjiang, China or any similar groups ("Forced Labor") at any stage of the development, mining, production, manufacturing or other process for the Services or Goods or any of the components of the Goods. Supplier shall maintain in effect a program of monitoring and auditing its Subcontractors to ensure that they do not use Forced Labor in the development, mining, production, manufacturing or other process for the Services or Goods at any time, including in the production of raw materials or component parts for the Goods. If Company determines that Supplier is in violation of the terms of this Section, in addition to any other rights and remedies Company may have under this Contract or at law or in equity, Company shall have the right to immediately cancel the affected purchases and terminate the Contract without any liability or further obligation to Supplier.
23. **DATA PRIVACY:** Supplier warrants and undertakes that Supplier'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 data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Supplier shall comply with such Privacy Laws. In particular, Supplier shall ensure that any personal data is processed only as needed to perform this Contract and shall retain the personal data only as long as is necessary for the purpose for which such personal data is processed. If applicable, Supplier agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. Supplier will notify Company immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) complaint or request by any individual concerning personal data or relating to Company's obligations under the Privacy Laws. Supplier will provide full cooperation and assistance to Company regarding any such complaint or request. If Supplier fails to comply with this Section, the applicable data processing agreement or any of the Privacy Laws, Company will have the option to immediately terminate this Contract, without further liability. If Supplier violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Supplier 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 Supplier and/or its employees or subsuppliers to Company, Supplier 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, Europe and elsewhere and their authorized third-party contractors or agents for the purpose of: (a) facilitating Supplier's business relationship with Company; (b) enhancing Company's ability to contact Supplier and its employees; and (c) enabling Company to process and track Supplier'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.
24. **COMPLIANCE WITH TRADE CONTROLS:** Supplier warrants and agrees that: (i) Supplier's provision of any Services, Goods, commodity, software or technology will not cause Company to: (a) violate any United States or other applicable Trade Controls (as defined herein); (b) unless otherwise agreed between the parties elsewhere in this Contract, be identified as the "Importer of Record" or a party to the importation of Goods or Services; or (c) unless otherwise agreed between the parties elsewhere in this Contract, be responsible for obtaining or submitting any required licenses, approvals or notices or be responsible for the payment of any associated duties, taxes or fees; (ii) Supplier will cooperate with Company as required to ensure Company's compliance with Trade Controls and provide information that is accurate and necessary to comply with Trade Controls or to receive any related benefits, credits or rights; (iii) transferable credits or benefits associated with the Goods or Services, including trade credits, export credits or rights to the refund of duties, taxes or fees, belong to Company, unless otherwise prohibited by applicable law; (iv) neither Supplier, nor its subsuppliers or agents, is a Sanctioned Person (as defined herein); (v) none of the Services, Goods, commodities, software or technology provided are sourced from Forced Labor, Sanctioned Persons, or Sanctioned Countries; (vi) Supplier will comply with all legal, regulatory and administrative requirements associated with the import or export of any Services, Goods, commodity, software or technology in connection with this Contract; and (vii) neither Supplier, nor its subsuppliers or agents, will, at any time whatsoever or under any

circumstances whatsoever, export, reexport or transfer any Confidential Information from the United States when to do so would be contrary to or in violation of any law, rule, order or regulation of the United States or any agency of the United States, including laws, rules, orders and regulations concerning the export of data and information. "Trade Controls" shall mean, without limitation, economic sanctions, export or import controls or anti-boycott laws, rules, regulations or orders. "Sanctioned Countries" shall mean countries or territories, or the governments of which, that are subject to comprehensive or near-comprehensive Trade Controls. "Sanctioned Persons" include: (x) those individuals and entities designated on a United States, European Union, United Kingdom, United Nations or other applicable sanctions- or export-restricted party list; (y) individuals or entities in a Sanctioned Country; and (z) entities owned fifty percent (50%) or more in the aggregate, or controlled, by one or more individuals or entities in (x).

25. **INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Supplier is and will remain an independent contractor of Company. No employee, agent or representative of Supplier or its subsuppliers will be deemed to be an employee of Company. Supplier 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 subsupplier or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Supplier from its obligations to Company, including, without limitation, Supplier's insurance and indemnification obligations. No subcontract or order will bind Company.

26. **ELECTRONIC COMMERCE:** Supplier acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation (as defined herein) relating to the purchase of Goods 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. Supplier 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 it has 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 digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document.

27. **CHANGES:** Company may, at any time, make written changes to the general scope of this Contract, including changes to drawings, designs, specifications, materials or packing, and Supplier 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 Supplier's obligations under this Contract, the parties shall negotiate and agree to an equitable adjustment to the price and/or delivery schedule and this Contract will be modified in writing accordingly via a written amendment signed by both parties. The Supplier's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Company. Supplier agrees that it shall have no right to seek additional sums based on quantum meruit, promissory estoppel or any other theory of law, regardless of the work it performs related to this Contract.

28. **PROCESS, MATERIAL OR DESIGN CHANGES:** If Supplier or any supplier of Supplier 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, without limitation, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the subsupplier of raw materials or between a manual and automated process, such change shall be a "Material Change". Supplier 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, Supplier 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 Samples' 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 Supplier within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Supplier shall only make or allow a supplier of Supplier to make a Material Change necessitating the provision of a Conforming Sample after Company's prior written approval.

29. **TERMINATION:** Company may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Supplier. After receiving written notice of termination, Supplier will: (i) immediately cease performing Services or taking other actions under this Contract; and (ii) immediately take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Supplier's breach or failure of Supplier to provide adequate assurance of performance, Company will pay Supplier, on a pro rata basis, for Services performed and Goods 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 delivered to Company in accordance with this Contract. Company will have the further right to terminate this Contract, in whole or in part, if, in Company's judgment: (a) the Services or Goods are non-conforming, defective or not

delivered as scheduled; (b) Supplier fails to comply with or fulfill, at any time, any of the terms and conditions of this Contract or Company's shipping and billing instructions; or (c) the credit or ability of Supplier to perform this Contract becomes impaired. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default or breach by Supplier hereunder.

30. **TRANSITION OF SUPPLY:** In connection with termination of this Contract, or Company's decision to change to an alternate source of supply, Supplier will reasonably cooperate in the transition of supply, which transition shall include the following (collectively, "Transition Support"): (i) Supplier will continue delivery of all Goods 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 Supplier's action or inaction causes no interruption in Company's ability to obtain Goods or Services as needed; and (ii) subject to Supplier's reasonable capacity constraints, Supplier will provide special services as expressly requested by Company in writing. If the transition occurs for reasons other than Supplier'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 Supplier has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Company shall not reimburse Supplier for any costs incurred by Supplier without Company's prior written consent.

31. **MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive and fully integrated statement of the parties' agreement regarding the Goods or Services. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties.

32. **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.

33. **CUMULATIVE REMEDIES:** All rights and remedies provided in this Contract are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

34. **SEVERABILITY:** If any provision of this Contract or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract or the application of such provision to other persons or circumstances will not be affected by such adjudication. If any provision or application of this Contract 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 this Contract, including the invalid or unenforceable provision.

35. **SURVIVAL:** Notwithstanding the expiration, termination or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination or cancellation.

36. **ASSIGNMENT:** Neither this Contract, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Company. No such consent or assignment will release Supplier or alter Supplier'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.

37. **COMPLIANCE WITH LAWS:** Supplier represents and warrants that Supplier complies and will remain in compliance with all applicable international, federal, state, municipal and local laws, regulations, rules, orders, ordinances and codes of any authority, governmental or otherwise, having jurisdiction (collectively, "Laws"). If, and to the extent that, any such Laws require Supplier or Company to engage in due diligence efforts or the collection, disclosure, reporting or retention of documentation or information, Supplier shall engage in such required activity and comply with Company's reasonable requests related to such due diligence efforts, documentation or information as required to facilitate Company's compliance with the Laws.

38. **SUBCONTRACTOR FLOW-DOWNS FOR UNITED STATES GOVERNMENT CONTRACTS:** Where the Goods being procured by Company from Supplier are in support of a United States Government end customer or an end customer funded in whole or part by the United States Government, Supplier agrees to comply with the Supplemental Terms and Conditions for Orders Associated with U.S. Government Contracts set forth at <https://www.howmet.com/supplier-terms-conditions/>, all of which are incorporated into the Contract. This URL or the terms may be updated from time to time and any such change shall not affect the applicability of the material referenced therein.

39. 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 Section shall be resolved in a court of competent jurisdiction in Wilmington, Delaware, which courts shall have exclusive jurisdiction of all such disputes. Supplier waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.