



**HOWMET STRUCTURE SYSTEMS**  
**CANADIAN TERMS AND CONDITIONS OF SALE (SEPTEMBER 2022)**

**1. Definitions.** The term “Seller” means RTI- Claro, Inc., a business of Howmet Structures Systems. The term “Buyer” means the individual, corporation or other legal entity that has submitted an Order to purchase Goods from Seller. The term “Order” means Buyer’s expressed desire, whether oral or written in any form, to procure Goods from Seller which sets forth the identity of the Goods being purchased, the quantity of Goods being purchased, the destination for delivery of the Goods, and other material information concerning Buyer’s order shall be provided to Seller. The term “Goods” means all the products, materials and related services that Buyer desires to purchase from Seller. The sale of Goods that are the subject of the Order related hereto will be governed solely by these terms and conditions of sale (“Terms and Conditions”). The Terms and Conditions are hereby incorporated into and made a part of each such Order. Upon Seller’s acceptance of the Order, the Order and these Terms and Conditions shall be the complete and final agreement (the “Agreement”) between Seller and Buyer with respect to the purchase and sale of Goods identified in the Order.

**2. Acceptance.** All Orders are subject to acceptance by Seller. Acceptance is conditioned on Buyer’s agreement to all of the Terms and Conditions. The Terms and Conditions contain the sole terms and conditions that will govern the Order. Buyer’s agreement will be conclusively established: (a) when Buyer has received and retained these Terms and Conditions for ten (10) days without objection, or (b) by Buyer’s acceptance of all or any part of Goods, whichever is earlier. Seller objects to, and shall not be deemed to have accepted, any terms or conditions which differ from, or are additional to, those stated in these Terms and Conditions. After acceptance of an Order by Seller, the Order and these Terms and Conditions may only be modified by a writing signed by Seller. No preprinted or form language appearing in Buyer’s Order shall become a part of the Agreement. SELLER’S ACCEPTANCE OF ANY BUYER ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF THESE TERMS, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER’S ORDER, OTHER FORMS OR OTHERWISE.

**3. Price.** In spite of any prices previously set forth on Buyer’s or Seller’s documents, Seller shall set the price and charges for each shipment of Goods at the time of each shipment. The foregoing prices do not include state, provincial or federal excise, sales (including GST, HST and QST), value added or use taxes (if any) and all such taxes in effect or hereafter levied, shall be paid by Buyer. All prices and payments are in U.S. or Canadian dollars, as such is designated by Seller.

**4. Payment.** Payment terms are net thirty days from the date listed on Seller’s invoice (unless otherwise specified on Seller’s invoice). Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Seller may demand different terms of payment from those specified herein and may demand assurance of Buyer’s due payment. Any such demand may be oral or written and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest (including PPSA or a hypothec) and may



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demand payment against tender of documents of title. In the event Seller makes a payment to Buyer in connection with an Order, Buyer agrees:

- (a) Any and all payment to Buyer shall be made payable to Buyer in the country in which Buyer does business or resides.
- (b) All payments to Buyer shall be made by wire transfer or by a Seller cheque delivered to Buyer in the locations where it does business or resides.
- (c) Seller has the right to suspend or withhold payment pending an investigation into any suspected violation of the prohibition of bribery provisions contained herein, or violation of the Foreign Corrupt Practices Act (US) and/or any other applicable anticorruption law (including the Corruption of Foreign Public Officials Act (Canada)).
- (d) Under no circumstances shall Seller issue any payment under any Order directly to any owner, director, officer, employee, representative agent or consultant of Buyer.
- (e) No request for cash payments or cash equivalents will be accepted by Seller.

**5. Delays.** Seller shall use reasonable efforts to fill the relevant Order in accordance with the estimated shipping date provided by Seller. Seller shall not be responsible for any delays in filling any Order nor liable for any losses or damages resulting from such delays. Orders shall not be subject to cancellation for delay.

**6. Force Majeure.** Seller will not be liable for delays in filling any Order or failure in the performance of any of its obligations caused by anything beyond the reasonable control of Seller, including, but not limited to, accidents, labor disputes or disruptions, strikes, terrorist acts, pandemics, shortages of labor, materials, fuel or power, fires, floods, blockades, pandemics, epidemics, or other acts of God, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of the federal any state or other government, restrictions imposed by federal, state or legislation or regulations thereunder, or anything else similar or dissimilar to the foregoing causes.

**7. Equipment/Tooling.**

Forging and Extrusion Equipment/Tooling:

- (a) Any equipment, including jigs, dies and other non-recurring tooling (“Tooling”) which Seller constructs or acquires for use exclusively in the production of Goods to Buyer under these Terms and Conditions will be and remain Seller’s property and in Seller’s possession and control. If Buyer pays for or otherwise reimburses Seller for Tooling, then Seller will use such Tooling solely to produce Goods for Buyer under the Order and for no other customer. Seller will require written permission from Buyer to use Tooling to produce Goods for a third party.
- (b) When for three consecutive years Buyer places no orders with Seller for Goods to be produced using the Tooling, then Seller may, by written notice to Buyer at Buyer’s last known address, notify Buyer of Seller’s intent to dispose of such Tooling. If Buyer fails to: (i) place an order with Seller for Goods to be produced using such Tooling; or (ii) arrange for the transfer (at its own cost) of any Tooling that it has paid for or reimbursed Seller for, in both cases within 30 days of such notice, then Seller may dispose of such Tooling (if permitted by law) in its sole discretion without liability to Buyer.
- (c) Any materials or equipment owned or furnished by Buyer will be carefully handled and stored by Seller while in Seller’s possession. Over a period of three consecutive years, if Seller does not accept any Orders from Buyer for Goods to be made with any such equipment or materials, Seller may, by written notice to Buyer, request Buyer to make disposition thereof at Buyer’s expense. If Buyer fails to reply or otherwise dispose of the equipment or materials within thirty days of the date of Seller’s



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notice, Seller may make such use or disposition of said equipment or materials in its sole discretion without liability to Buyer.

Forming, Casting, & Machining Equipment/Tooling/Fixturing:

(a) Any Cold, Hot, & Superplastic Forming, Investment Casting, and Machining Fixturing listed as a deliverable in a line item in Buyer's order and paid for by Buyer shall remain Buyer's property with title to and ownership of tooling vesting in Buyer.

(b) Buyer shall be responsible for funding replacement tooling when the normal life of the tooling is exhausted and/or any necessary tooling maintenance.

(c) If Seller does not receive an order from Buyer for goods or services requiring the use of such tooling for a period of one year, Seller may, by written notice to Buyer at Buyer's last known address, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to issue disposition instructions to Seller within forty-five (45) days of such notice, Seller may make any use or dispose of such tooling without liability or obligation to Buyer. Seller may remove any embedded intellectual property which it either owns or is controlled under applicable export control laws prior to returning any Buyer owned tooling.

**8. Goods for Development or Testing.** IF GOODS ARE SAMPLES OR FOR DEVELOPMENT OR TESTING, SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE FOR SUCH GOODS AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF QUALITY OR AGAINST LATENT DEFECTS. ANY SUCH GOODS AND RELATED SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS, WITH ALL FAULTS." Notwithstanding any other provision in these Terms and Conditions, Seller has no obligation, liability or responsibility with regard to any sample, developmental or test Goods supplied by Seller under any Order. Buyer will indemnify, defend and hold Seller harmless from all claims, demands, and causes of action asserted against Seller (including reasonable attorney's fees and expenses), including without limitation claims for personal injury, illness, death or loss or damage to physical property, resulting from or arising out of Buyer's purchase, use or sale of sample, developmental or test Goods.

**9. Warranty, Exclusive Remedy.**

(a) Seller warrants to Buyer that Goods manufactured by Seller and supplied will be, at the time of shipment, conveyed with good title thereto, free from security interests, liens and encumbrances unknown to Buyer. Seller also warrants to Buyer that Goods manufactured by Seller and supplied will, at the time of shipment, conform to the agreed upon specifications for a period of one year from the date of shipment (at which point this warranty will expire). Buyer must make a claim for breach of warranty under this Section 9(a) prior to expiration of the one-year warranty period, notwithstanding any longer statute of limitations. The foregoing warranty in this Section 9(a) will only apply to Goods that are properly installed, maintained and/or operated under normal conditions. Seller will have no liability whatsoever in respect of any defect arising from (i) Buyer's specifications, (ii) ordinary wear and tear, (iii) willful damage by Buyer or its customers, (iv) negligence on the part of Buyer or its customers, (v) abnormal working conditions at Buyer's or any of its customers' facilities, (vi) Buyer's or any of its customers' failure to follow Seller's instructions (whether oral or in writing), or (vii) Buyer's or any of its customers' misuse or alteration or repair of Goods sold hereunder without Seller's prior written approval.



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(b) SELLER MAKES NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH IN THIS SECTION 9 AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF QUALITY OR AGAINST LATENT DEFECTS. Seller makes no warranty whatsoever with respect to Goods manufactured by third party suppliers. Warranties with respect to such Goods are limited to those which are offered by such suppliers and are transferable to Buyer.

(c) Seller's sole liability and Buyer's exclusive remedy for any tender of nonconforming Goods or breach of warranty is expressly limited to Seller's choice of (i) the repair of the nonconforming Goods, (ii) the replacement of the nonconforming Goods with conforming Goods at the applicable delivery point, or (iii) the refund of that portion of the purchase price represented by the nonconforming Goods. Any such repair, replacement or refund will be made only upon return of the nonconforming Goods to a location designated by Seller. Seller shall pay the transportation costs for returning nonconforming Goods if Seller inspects the nonconforming Goods, approves of such return and provides shipping instructions to Buyer.

**10. Inspection, Acceptance or Rejection.** Inspection, acceptance or rightful rejection of Goods shall be made within ten (10) days after Buyer's receipt of Goods. Buyer must notify Seller in writing within such ten (10) days of any non-conformity or defect. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect.

**11. Limitation of Liability.** In no event will Seller be liable for any incidental, consequential, indirect, special, contingent, or punitive damages, or damages for lost profits, lost revenue or lost business opportunities, arising out of or relating to these Terms and Conditions, any breach of warranty, including tender of defective or nonconforming Goods, breach of contract, tort, fault, strict liability or otherwise or any claim or any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer will not exceed the purchase price of Goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Goods, either alone or in combination with other products. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

**12. Intellectual Property.**

(a) Buyer agrees, for Goods delivered under an Order, to (i) defend Seller against charges of infringement or misappropriation of any third-party intellectual property to the extent that such charge arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer; and (ii) indemnify and hold Seller harmless against any costs associated with any such charges, including but not limited to costs of settling any dispute, and all court, or other alternative dispute resolution, assessed damages and costs.

(b) Buyer agrees to provide information and reasonable assistance to Seller, upon request, to the extent such information and assistance are required by Seller to defend against any infringement claim.

(c) The sale of Goods covered by any Order shall not grant to Buyer any right or license of any kind under any patent or other intellectual property owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.



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**13. Indemnity.** Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns (collectively “Indemnitees”) from any liability, including without limitation liability for negligence or strict liability, claims, demands, penalties, fines, forfeitures, damages, losses, suits and costs, including attorneys’ fees (collectively “Liabilities”), regardless of the basis of liability or legal principle involved, including without limitation personal injury (including death) or property damage, which any or all of them may suffer, incur, be responsible for or pay as a result of, caused by, arising out of or relating to (a) Buyer’s design, testing, purchase, use or sale of Goods, or (b) for any act or omission of Buyer or its successors, assigns, agents, representative or employees. Buyer expressly agrees that Buyer will indemnify, defend and hold harmless the Indemnitees in connection with this Section 13 even if any or all of the Liabilities incurred, suffered, paid out or allocated to any or all of the Indemnitees is caused in whole or in part by the active or passive negligence of one or more of the Indemnitees.

**14. Rescheduling, Cancellation and Termination.** Buyer may not reschedule or terminate any Order without the written consent of Seller. If Seller consents to a Buyer request to reschedule Goods, additional charges may apply. If Seller consents to a termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination. Seller reserves the right to cancel any Order placed by Buyer without any liability to Buyer.

**15. Delivery; Title; Risk of Loss.**

All delivery or shipping dates are estimates only. Unless otherwise agreed in writing by Seller, all goods are sold:

(a) Domestic Canada: FOB Seller’s plant, freight collect. Buyer shall bear all risk of loss or damage to the Goods once they have been delivered to Buyer’s carrier at Seller’s plant. Title to the Goods will pass to Buyer when the Goods are tendered to the carrier at seller’s plant, whether the carrier is selected by Seller or Buyer.

(b) International: CPT named place (Incoterms 2010). Title to Goods will pass to Buyer when Goods arrive at first port of export.

**16. Packaging.** Seller shall package Goods in accordance with applicable industry standards. If Seller complies with Buyer’s request with respect to the use of any agency or method of packaging or transportation or any routing other than that which would otherwise be designated by Seller, all packing, marking, shipping, transportation and other charges which are in excess of the charges which would otherwise be incurred by Seller will be for Buyer’s account and Buyer agrees to pay such amounts in accordance with the payment terms in these Terms and Conditions.

**17. Shipments.** Seller may make partial shipments and invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. However, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments under these Terms and Conditions.

**18. Confidentiality.**

(a) Unless otherwise agreed to in a written non-disclosure agreement executed by the parties, Seller will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder is conveyed to the Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer any license under any patents or other intellectual property owned by Seller.





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(b) To the extent the Disclosing Party will disclose controlled unclassified information (CUI) to the Receiving Party, Disclosing Party shall have the obligation to conspicuously mark this information as CUI. Receiving Party shall have no liability to the Disclosing Party in the event of an improper disclosure by Receiving Party of CUI to the extent Disclosing Party failed to appropriately label such CUI.

**19. Changes.** Any changes requested by Buyer as a condition of entering into an Order or subsequent to entry into an Order which change the basis of Seller's quote, including the terms and conditions of these Terms and Conditions, will be subject to the consent of Seller and, when applicable, an equitable price adjustment as determined by Seller.

**20. Subsidiaries and Affiliates.** Any Order may be performed and all rights hereunder against Buyer may be enforced, by Seller or any one or more of Seller's subsidiaries or affiliates.

**21. Buyer Part, Specification or Drawing Number.** Any such number appearing on an Order or in writing is for identification purposes only and does not require that Goods be produced in accordance therewith.

**22. Legal and Trade Compliance.** Buyer warrants that it will comply with all foreign, federal, provincial, state and local laws and regulations. Buyer specifically represents and warrants that it shall comply with the import and export laws and regulations applicable to Goods, including but not limited to, the Corruption of Foreign Public Officials Act (Canada), the U.S. Foreign Corrupt Practices Act and all other applicable foreign and domestic anti-corruption laws and regulations, the International Traffic in Arms Regulations ("ITAR") of the United States Department of State, the Export Administration Regulations ("EAR") of the United States Department of Commerce, and any other laws and regulations of the United States of America governing exports and imports and with all applicable export and import licenses and their provisos. The Buyer is advised that the Goods may be controlled for export purposes. Each party acknowledges that in no event shall Seller be obligated to take any action that Seller believes, in good faith, would cause it to be in violation of any laws, regulations, rules, decrees or directives applicable to Seller or Buyer.

**23. Anticorruption.**

(a) General. Buyer acknowledges that it has had the opportunity to review Howmet's written Anti-Corruption Policy ("Policy"), which is available at the following web address:

<https://www.howmet.com/anti-corruption-policy>. Buyer represents and certifies that it fully understands the Policy, agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

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

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



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(d) In the event of a breach of any of the representations, warranties or covenants made by Buyer in the Anti-Corruption Compliance Section of these Terms and Conditions and Conditions (including the General subsection or Terms and Conditions Specific to Distributors and Resellers of Goods subsection below), Company may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, cancel or terminate this Agreement without notice and any claims for payment by Buyer with regard to transactions under this Agreement, including claims for services previously performed, shall be automatically terminated and cancelled, and any payments previously paid by Company shall be refunded to Company by Buyer. Buyer shall further indemnify and hold Company harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of this Agreement.

**Terms and Conditions Specific to Distributors and Resellers of Goods.**

If Buyer is acting as a distributor or reseller of Seller's Goods, with or without the knowledge or agreement of Seller, Buyer hereby represents, warrants and covenants to Seller:

- (a) Buyer and its owners, directors, officers, employees and agents have not and will not pay, offer, promise to pay or authorize the payment directly or indirectly of any monies or anything of value to any government official, representative or employee or to any political party, holder of public office, or candidate for public office in connection with this Agreement. Buyer acknowledges that, for purposes of this clause, a "government official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over such entity, as well as officials, representatives and employees of public international organizations;
- (b) None of Buyer's owners, directors, officers, partners, employees, agents or close family members thereof, i.e., spouses, children, parents and siblings, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office, or a candidate for public office. Buyer covenants that it will inform Seller promptly in writing, if any such person assumes such a position while at the same time remaining one of Buyer's owners, directors, officers, partners, employees or agents;
- (c) All information that has been submitted by Buyer to Seller is complete, truthful and accurate. Buyer will not prepare, approve or execute any contract or other document or make any record that Buyer knows or has reason to know is false, inaccurate or incomplete;
- (d) Buyer is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding;
- (e) Buyer does not have any existing or potential relationship creating a conflict of interest that restricts or is otherwise in conflict with its ability to distribute or resell the Goods;
- (f) Buyer is fully qualified to distribute or resell Goods purchased hereunder in accordance with the laws, regulations, rules, decrees and other directives applicable to it. Buyer has obtained licenses or completed such registrations as may be necessary or required to perform such activities; and
- (g) Neither Buyer nor any of its owners, directors, officers, partners, employees or agents has been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude, nor has any such person been listed by any government agency as debarred, suspended, proposed for suspension or disbarment or otherwise ineligible for government procurement programs.
- (h) Buyer will give prompt written notice to Seller in the event that at any time it continues to act as a distributor or reseller of Goods, Buyer breaches any of the warranties, representations or covenants contained herein. Buyer further agrees to give prompt written notice to Seller about any potential



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violation of any of the warranties, representations or covenants contained herein of which it obtains knowledge or becomes aware or has reasonable grounds to believe has occurred.

**Notices shall be directed to:**

**Howmet Global Ethics and Compliance**

**201 Isabella Street**

**Pittsburgh, PA 15212**

**United States of America**

**Email: [AntiCorruption-howmet@howmet.com](mailto:AntiCorruption-howmet@howmet.com)**

(i) Buyer will cooperate fully and in good faith with Seller and its representatives in the event of any actual or potential violation by Buyer, or any of its owners, directors, officers, employees or agents, of the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act or any other applicable anti-corruption law, or any warranties, representations or covenants contained herein, including providing access for interviews to its owners, directors, officers, employees and agents.

(j) Buyer will certify in writing, at the request of Seller, its compliance with all applicable laws. In addition, it will certify (in the form of a Certificate to be provided by Seller), that it has not (and to its knowledge no other person, including but not limited to every director, officer, employee, representative, consultant or agent of Seller) made, offered to make, or agreed to make any loan, gift, donation, or other payment, directly or indirectly, whether in cash or in kind, to or for the benefit of any government official, political party, party official, candidate for political office, or faction of any government subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof to secure or retain business, influence any decision or obtain any benefit for Seller. Buyer will also complete annual training on anti-corruption principles sent by the Seller for so long as Buyer continues to purchase Goods from Seller for distribution and/or resale.

(k) During the term of this Agreement, and for a period of five (5) years after its expiration or termination, Buyer will maintain records that accurately and completely document all services performed; all payments received or made (whether in kind or in cash); and all expenditures incurred by Buyer on behalf of Seller or otherwise in connection with the performance of this Agreement.

(l) In order to verify compliance with the terms of this Agreement, Buyer agrees that Seller shall have the right, from time to time, upon written notice, to audit Buyer's books and records to the extent that such books and records relate to the performance of this Agreement and any payments received or expenditures incurred hereunder. Buyer agrees to furnish promptly to Seller any additional information it may reasonably request to verify compliance with this Agreement.

**Buyer agrees that it will indemnify Seller for all damages suffered by Seller as a result of any breach by Buyer of the forgoing representations, warranties and covenants.**

If Buyer is acting as a distributor or reseller of Seller's Goods, with or without the knowledge or agreement of Seller, Buyer acknowledges and agrees that notwithstanding any other written agreement with Seller, unless agreed to expressly in writing, Buyer shall not be reimbursed for any expenses incurred in its capacity as a distributor or reseller of Goods. Buyer acknowledges and agrees that notwithstanding any other written agreement with Seller, to the extent that any payments are agreed upon, Buyer shall be reimbursed for all disbursements and travel and lodging expenses reasonably incurred by it in the performance of its obligations under this Agreement, but only to the extent they are documented and supported by receipts to Seller's satisfaction.





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**24. Assignment.** Seller has chosen to conduct business with Buyer on the basis of Buyer's experience and qualifications, including Buyer's reputation for ethical business conduct and compliance with applicable laws. Thus, no rights or obligations of Buyer under these Terms and Conditions, including but not limited to the right to receive payment or Goods, shall be assigned, transferred or subcontracted to any third party without the prior written consent of Seller. Buyer shall not utilize or employ any agent, individual or entity in connection with Buyer's performance of its duties under these Terms and Conditions without the express prior written approval of Seller. Orders and any right or interest hereunder may not be assigned by Buyer without the prior written consent of Seller. A change in control, including without limitation by operation of law, merger, amalgamation, consolidation, or otherwise, shall be deemed an assignment under this section. Any assignment in violation of this section is null and void and Seller may terminate this Order for an assignment without consent.

**25. Electronic Commerce.** At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the 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.

**26. Government Contracts.** If Goods are for incorporation into a product for the U.S. government or another government, FAR, DFARS, and other regulatory clauses shall only apply if such provisions are accepted by Seller in writing. In the event of a conflict between any such clauses and these Terms and Conditions, these Terms and Conditions shall take precedence.

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

**28. Miscellaneous.**

(a) All Orders and these Terms and Conditions and Conditions and the rights of the parties thereunder, will be governed by, and interpreted in accordance with, the laws of the Province of Ontario, without regard to principles of conflict of laws. Any and all disputes between the parties that may arise out of, pursuant to, or relate to any Order shall be litigated or pursued in the court of applicable jurisdiction in Toronto, Ontario (the "Toronto Courts"). Each of the parties hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the Toronto Courts to interpret and enforce the provisions herein and to hear any disputes arising out of or relating to any Order, and (b) waives any objection that it may now or hereafter have to personal jurisdiction, the laying of venue or inconvenience of forum in the Toronto Courts.

(b) The United Nations Convention on Contracts for the International Sale of Goods will not apply.

(c) No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

(d) These Terms and Conditions may be modified only by a writing signed by both parties.

(e) The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. If any provision or application of these Terms and Conditions is invalid or



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unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms and Conditions including the invalid or unenforceable provision.

(f) These Terms and Conditions and any of Seller's attachments hereto and made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.

(g) The Parties have agreed that these Terms and Conditions as well as any notice, document or instrument relating to it be drawn up in English only but without prejudice to any such notice, document or instrument which may from time to time be drawn up in French only or in both French and English. A French version of these Terms and Conditions are available upon request. *Les parties aux présentes ont convenu que les présentes conditions générales ainsi que tout autre avis, acte ou document s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tout tel avis, acte ou document qui pourrait à l'occasion être rédigé en français seulement ou à la fois en anglais et en français. Une version française de ces conditions générales est disponible sur demande.*

**29. Shipping Tolerances for Forgings and Ti Mill Products.** Unless otherwise stated on Seller's sales order acknowledgement, the quantity, length, or weight tolerance applicable to each line item of goods specified on the order shall be: (a) the applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet in effect at the time of shipment of such item or portion thereof, or (b) if there is no applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet or if there is no applicable Seller price data sheet, the applicable standard quantity tolerance stated below:

<b>Product Aluminum</b>	<b>Quantity</b>	<b>Tolerance (plus or minus %)</b>
<b>Hand Forgings:</b>	1 – 9	+0% / -0%
	10 – 49	+10% / -10%
	50 – 249	+10% / -5%
	250 and up	+3% / -3%



<b>Die Forgings:</b>	<b>Quantity</b>	<b>Tolerance (plus or minus pieces)</b>
	1 - 2	+1 / -0
	3 - 5	+2 / -1
	6 - 19	+3 / -1
	20 - 29	+4 / -2
	30 - 39	+5 / -2
	40 - 49	+6 / -3
	50 - 59	+7 / -3
	60 - 69	+8 / -4
	70 - 79	+9 / -4
	80 - 99	+10 / -5
	<b>Quantity</b>	<b>Tolerance (plus or minus %)</b>
	100 - 199	+10% / -5%
	200 - 299	+9% / -4.5%
	300 - 599	+8% / -4%
	600 - 1,249	+7% / -3.5%
	1,250 - 2,999	+6% / -3%
	3,000 - 9,999	+5% / -2.5%
	10,000 - 39,999	+4% / 2%
	40,000 - 299,999	+3% / -1.5%
	300,000 and up	+2% / 1%
<b><u>Ti Mill Products (Sheet, Plate, Billet, Ingot):</u></b>	<b><u>Quantity</u></b>	<b><u>Tolerance (plus or minus pieces)</u></b>
	Pounds / KG	+/- 10%
	Pieces	+/- 10%

**Castings:**

**Casting shall be supplied in quantities that equal the yield of the applicable mold or in the yield of multiples of the applicable mold.**