

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

Rev. May 2024

1. **CONTRACT AND ACCEPTANCE.** These Standard Terms and Conditions for Purchase of Goods (the "T&Cs"), and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order" and, together with the T&Cs, the "Contract"), constitute the terms of an offer (the "Offer") by Company (as defined herein). These T&Cs apply only to contracts with companies or commercial enterprises. This Contract is the sole and exclusive terms on which Company agrees to be bound. The term "Company" includes Howmet Aerospace Inc. or any of its affiliates or subsidiaries which execute a Purchase Order in connection with this 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. Any unconditional payment or other performance of any contract by the Company shall not constitute consent to the application of any terms and conditions not prescribed in the Contract. In addition to the other terms of this Offer, this Offer expressly includes all implied warranties and all of the buyer's remedies including, but not limited to, those conferred by way of any applicable law. Company's Offer shall be deemed accepted by Supplier (as defined herein) and the 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 (as defined herein) covered under the Contract by Supplier. Except as otherwise expressly set forth in the Contract, Company will have no obligation to purchase any specific quantity, or any quantity at all, of Goods from Supplier and Company will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers. By executing the Contract, Supplier hereby confirms that it has carefully reviewed the Contract in detail and fully understands the rights, obligations, and disclaimers of both parties provided in all the provisions in the Contract, in particular those regarding responsibilities, risks, intellectual property, indemnifications, and insurance.
2. **SHIPMENT AND DELIVERY.** Supplier agrees to the following shipment and delivery terms:
 - i. Supplier's shipment of Goods will be delivered at Supplier's expense to the place of destination specified on Company's Purchase Order during normal business hours, on a DDP basis (Incoterms® 2020), unless otherwise set out in the 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. Receipt of the Goods does not constitute final acceptance thereof.
 - ii. Supplier warrants that the Goods referred to in the Purchase Order will be correctly packaged and provided with the appropriate markings according to any applicable laws and regulations. Company will pay no packing charge unless specified in the Purchase Order. Goods that require special packaging or a particular way of handling must carry the appropriate markings on the packaging, allowing accident-free unloading to take place. Supplier must also warn Company of any precautions to take when unloading dangerous or radioactive products. For any Goods that are defined as hazardous or dangerous under applicable law, regulation, and/or Company regulations/policies, Supplier will provide Company with hazardous warning and safe handling information in the form of a safety data sheet and appropriate labelling for such Goods as required by such applicable law, regulation, and/or Company regulations/policies.
 - iii. Where Company agrees in writing to accept delivery by installments, the Contract shall be construed as a single contract in respect of each installment. Failure by Supplier to deliver any one installment shall entitle Company at its option to treat the whole Contract as repudiated.
 - iv. If the Goods are delivered to Company in excess of the quantities ordered, Company shall not be bound to pay for the excess and any excess shall be and shall remain at Supplier's risk and shall be available for collection at Supplier's expense within three (3) months. Thereafter Company may dispose of such excess Goods at Supplier's expense.
 - v. The Goods shall remain at the risk of Supplier until delivery to Company is complete at the place or places and in the manner specified in the Purchase Order when, subject to paragraph (g) below, risk in the Goods shall pass to Company.
 - vi. Ownership of the Goods shall, subject to paragraph (g) below, pass to Company on the earlier of the time at which the Goods become identifiable as the Goods to be delivered to Company under the Contract, completion of delivery as described above, and payment of the price or any installment of the price.
 - vii. Where Company rejects any Goods in accordance with these T&Cs, such Goods shall be deemed to have remained the property and risk of Supplier at all times.

- viii. If Supplier fails to deliver the Goods within the time specified in the Purchase Order, without limiting its other rights or remedies, Company shall have the right to: (a) terminate the Contract with immediate effect by giving written notice to Supplier; (b) refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (c) have any sums paid in advance refunded; (d) recover from Supplier any costs incurred by Company in obtaining substitute goods and/or services from a third party; and (e) claim liquidated damages at the rate set out in the Purchase Order as well as to claim damages for any additional costs, loss, or expenses incurred by Company which are in any way attributable to Supplier's failure to meet such dates. The right to claim further damages exceeding the liquidated damages is not barred.
3. **PRICE.** Supplier warrants that the prices set forth in the 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, custom duties, tariffs, taxes, storage, insurance, boxing, and crating.
4. **WARRANTIES.** In addition to any guarantees and warranties required by law, the supplier who is to supply the goods, materials, and attendant services ("**Goods**") pursuant to the terms of the Contract ("**Supplier**") warrants that, from the date of tender of delivery of the Goods and for a period of twenty-four (24) months thereafter, or eighteen (18) months from the date of installation of such goods, whichever first occurs, all Goods: (i) will be of satisfactory quality (as defined by local law where relevant) and free from defects in materials, design, and workmanship (whether or not approved by Company); (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Supplier after contract formation; (iii) will be fit for the particular purpose(s) for which the Goods are required, and Supplier acknowledges that Company is relying on Supplier's skill or judgment to furnish suitable Goods; (iv) will be composed of all new components; (v) will be free and clear of all liens, encumbrances, and other security interests, as well as, any actual or claimed patent, copyright, or trademark infringement or other valid claims; and (vi) will be manufactured and sold in compliance with all applicable statutory and regulatory requirements and trade standards applicable to the manufacture, labelling, packaging, storage, handling, and delivery of 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. 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 labour 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 the Contract will be performed in a professional and competent manner and in accordance with the highest standards of the industry, and that it possesses the skills, professional ability, permits, licenses, and certificates necessary to provide such services and the Goods. Supplier warrants that it shall not deliver Counterfeit or Suspect Goods to Company and shall immediately notify Company if Supplier becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Company, Supplier shall provide documentation that authenticates the traceability of the affected items. "**Counterfeit or Suspect Goods**" refers to materials that are (a) mislabeled as to source or quality; (b) falsely labeled as new; (c) fraudulently stamped or identified as having been produced to high or approved standards; (d) an unauthorised copy of a known product within the industry; (e) misrepresented in some way by the Supplier; or (f) subject to credible evidence (including, but not limited to, visual inspection or testing) which provides reasonable doubt that the part is authentic. Supplier shall indemnify Company for all Claims relating to Counterfeit or Suspect Goods, including, but not limited to, Company's costs of removing Counterfeit or Suspect Goods and purchasing 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.

5. **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 Goods furnished under this Contract.
6. **SAFETY.** Supplier will provide all safeguards and take all precautions, including those required by law, in connection with the production and delivery of the Goods sold 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 delivered hereunder will be in compliance with all Company requirements concerning safety, performance, and otherwise, including, but not limited to, 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 delivered hereunder.
7. **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 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 while such property is in the custody or control of Supplier. 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. The Supplier is obliged to immediately inform the Company if third parties attempt to gain control of its property, for example (but not limited to) the event of enforcement measures.
8. **REJECTION AND REVOCATION OF ACCEPTANCE.** Company has the right, before payment, acceptance, or delivery of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment, or auditing of any Goods, nor the failure to do so, before delivery to Company constitute acceptance of any Goods, or relieve Supplier from exclusive responsibility for furnishing Goods in strict conformance with the Contract and the Company's specifications. If, in Company's judgment, the Goods 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 Supplier of the Company's rejection of the Goods for the purposes of this clause, and that Supplier will be responsible for any losses resulting from the nonconformity. In addition to all other remedies that Company may have and at the discretion of the Company, Supplier, at its sole expense, will replace the defective Goods with conforming Goods at Company's plant where the Goods were originally shipped. Solely where replacement is not feasible within the timeframe required by Company or if it is otherwise required under applicable laws, at Company's option, Supplier will: (a) repair the defective Goods; or (b) repay to Company the purchase price of the defective Goods against return of the Goods. If Company selects repair or replacement, any defects will be remedied without cost to Company, including, but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation or delivery

of new Goods. All defective Goods that are so remedied shall be newly and equally warranted as stated above. Supplier further warrants that Supplier will convey good title to the Goods to be supplied to Company hereunder and that such Goods will be delivered free from any security interest, lien, or encumbrance. Payment will not be claimed by Supplier as a waiver, release, or acceptance to avoid fulfillment of the warranty clause. Should Supplier fail to remedy any defects or replace defective Goods within the time specified by Company, Company may repair the Goods itself or appoint a third party to do so on its behalf, at the Supplier's cost. These warranties are in addition to all other warranties, express, implied, or statutory, which may be applicable according to the Purchase Order or at law. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Goods and completion, termination, or cancellation of the Contract. In an appropriate case, Company may revoke its acceptance of Goods. Supplier agrees that Company's acceptance of the Goods is reasonably induced by the Supplier's assurances of the quality and conformity of the Goods to the terms of the Contract.

9. **PROCESS, MATERIAL, OR DESIGN CHANGES.** If Supplier or any other supplier of Supplier makes or intends to make any change to the process, materials, or design details of the Goods, including, but not limited to, raw materials or parts used in the manufacture of the Goods, the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be a "**Material Change**". 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 Sample specifications compared to the specifications and performance of the Goods as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the Goods incompatible for the use for which Company is purchasing the Goods, Company shall provide written notice of such incompatibility to 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.
10. **INVOICING AND TERMS OF PAYMENT.** Supplier will promptly submit to Company correct and complete invoices, supporting documentation, and other information reasonably required by Company in connection with the delivery of the Goods. Invoices referencing Company's Purchase Order number shall be issued by Supplier with the invoice showing only the costs/expenditures that are included in the Purchase Order plus VAT and sales and use tax or substitutes thereof at the prevailing rate, and shall be accompanied with corresponding formal tax invoices, if requested by Company, according to applicable tax law. Company may withhold payment until such documents are received and verified. All invoices including items not listed in the Purchase Order and invoices not following the Company's invoicing requirements (as notified to Supplier from time to time) may result in the return of the invoice and delay in payment and payments arriving at Supplier's bank account after the due date as a result of this will not be considered as late payments. All invoices for Goods provided to Company will be paid in accordance with the payment term stipulated on the Purchase Order. 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 Supplier's invoice. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemised separately on the invoice. Delay in receiving valid invoices of Goods will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods covered by the Contract gives rise to mechanics' or other similar liens or other security interests, payment will not be due and the cash discount period will not commence until Supplier has obtained and delivered to Company a complete release and discharge of all liens or other security interest arising out of the production or delivery of Goods or receipt in full covering all labor and materials for which a lien or other security interest could be filed or a bond satisfactory to Company indemnifying it against any lien and any costs and expenses associated therewith. 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 and the right to set off any obligations and/or liabilities that Supplier, or any of its parents, subsidiaries, or affiliates, may owe to Company.

11. **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 the Contract. Such records will be kept by Supplier for a period of at least seven (7) years after the expiration, cancellation, or termination of the 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.
12. **TAXES.** Supplier will bear and pay all applicable taxes which are based on or measured by net income, gross income, or gross receipts including any withholding taxes, surcharges, and stamp duty levied against Supplier for the privilege of contracting or doing business in a jurisdiction. If Supplier is required by law to collect VAT or sales and use tax (including any gross receipts tax imposed similar to VAT or 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 VAT or 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 were provided. If applicable, in lieu of payment for any VAT or 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 VAT or sales and use tax will be made by Company on a location-by-location basis, and Supplier shall provide all necessary assistance and support to Company for the purpose of securing such exemption or direct pay certificate to the extent reasonably required by Company according to applicable law. With the exception of VAT or sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Supplier, or the value, price, or compensation under the Contract, or upon the Goods provided hereunder, will be the responsibility and liability of Supplier.
13. **CONFIDENTIALITY.** During the term of the Contract and for five (5) years after its cancellation, termination, or expiration, Supplier shall not make use of Company's Confidential Information (as defined herein) for purposes other than the fulfillment of the obligations under the 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 Supplier obtains from Company or otherwise discovers in the performance of the Contract. "**Confidential Information**", as used in the Contract, will mean all information relating to Company's business which is not generally available to the public. For the avoidance of doubt, Personal Information (as defined herein) is Confidential Information. Confidential Information includes all applicable information that Supplier possesses that predates the 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. Company expressly reserves the right to disclose any of the terms of the Contract or any information relating to the Goods, including, but not limited to, pricing, to third parties where such disclosure is in the legitimate interests of the Company. Supplier 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.
14. **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 the 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 the Contract or any supplement or amendment hereto. No payment shall be made, nor shall any transaction be entered into in connection with the Contract that is illegal, improper, or intended to corruptly or unlawfully influence any individual or entity. Without limiting the generality of the preceding, 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. If Supplier breaches the terms of this provision, Company may immediately terminate the Contract without any liability.

15. **PRE-EXISTING INTELLECTUAL PROPERTY.** Each party and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights (as defined herein) therein. Supplier shall have no right or license to use any of Company's Pre-Existing Materials except solely during the term of this Contract and to the extent necessary to provide the Services or Goods to Company. All other rights in and to the Company's Pre-Existing Materials are expressly reserved by Company. "**Pre-Existing Materials**" means the pre-existing materials specified in the Contract, data, know-how, methodologies, software, products and other materials provided by one party to the other party in connection with this Contract. "**Intellectual Property Rights**" means all: (i) patents, patent disclosures, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (iv) trade secrets, know-how and other confidential information; and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
16. **CONTRACT DEVELOPMENTS.** 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 performance of any services supplied in connection with the delivery of the Goods, all referred to in this Contract as "**Contract Developments**". All Contract Developments, including works, mask works or other semiconductor topography rights, works of authorship, drawings, labels, photographs, video and sound recordings, art and software (source code and object code) (whether or not copyrightable), 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. Supplier will execute and deliver to Company such instruments of transfer and take other such action that Company may reasonably request, including, but not limited to, 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.

17. **INDEMNIFICATION.** Supplier shall indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("**Indemnitees**") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines, and penalties, including, but not limited to, legal fees, costs, and expenses of litigation determined on a full indemnity basis ("**Losses**"), that are suffered or incurred by an Indemnitee arising out of, related to, or in connection with: (i) the Goods, liens on Goods, defects in the Goods, or the manufacture, delivery, use, or misuse of the Goods; (ii) the performance of the Contract; (iii) any infringement or alleged infringement of any third party intellectual property rights suffered by Company as a result of Company's possession, use, and/or exploitation of any of the Goods and/or Custom Work; or (iv) breach of any of the provisions of the Contract, including where such Losses are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnites. 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 Indemnites 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 related services, and expiration, termination, or cancellation of this Contract. Where the indemnities in this clause refer to persons other than the Company, the Company holds the benefit of the indemnity as principal and on trust for each of those other persons.

18. **INSURANCE.** Supplier agrees:

- i. to maintain in full force and effect throughout the term of the Contract policies of insurance of the types which cover the likely liabilities which may be incurred by Supplier arising out of the acts or omissions of Supplier (or its personnel or authorised representatives) in connection with the terms of the Contract or which are otherwise required by law, on the terms and in the amounts commensurate with its business and risks associated therewith ("**Insurance**");
- 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 will 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 together with evidence of payment of the last premium.

19. **FORCE MAJEURE.** Neither party will be in default for any delay or failure to perform its obligations under the 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 including, but not limited to, an event which falls into one or more of the following categories: act of God, fire, flood, storm, earthquake; war (whether declared or not), armed conflicts, riot, civil commotion, terrorism, acts of piracy; epidemic; nuclear, chemical, or biological contamination; explosion or malicious damage; compliance with a law or governmental order, rule, regulation, or direction, in each case irrespective of whether the foregoing meet the criteria of force majeure under applicable governing law ("**Force Majeure Event**"). In order to claim relief from its obligations with this clause, the party affected by a Force Majeure Event must furnish prompt written notice of any delays or non-performances (including its 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 any related services from other sources and reduce its purchases from 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 written notice given to the non-performing party before performance resumes.

20. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS. Supplier warrants: (i) that any chemical substance or mixture delivered to Company pursuant to the Contract is lawfully available for sale and use in the country of incorporation of Company; (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 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 the Contract. Supplier will not deliver any Goods containing asbestos. 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 Losses resulting from or arising under, in whole or in part, a breach of the foregoing warranties. Supplier agrees to be responsible for proper removal and disposal of any such materials and to pay the costs of any necessary cleanup.

21. 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. Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (or any replacement legislation) or any equivalent laws (where applicable). In particular, Supplier undertakes to fully register applicable substances on their own, in preparations, or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation, if applicable. If Supplier breaches this obligation, it shall indemnify and keep Company harmless from Losses which Company incurs as a consequence of that breach. In addition, in the case of such breach, Company shall be entitled to terminate the Contract. In addition to the warranty above, Supplier warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards, including, but not limited to, environmental, health, and safety regulations and child labor and forced labor laws. If Supplier is granted access to Company's facilities for purposes of completion of the Contract or inspection of the Goods, it will comply with Company's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. Supplier shall indemnify Company against all Losses incurred by the Company on account of the infringement by Supplier or its representatives of any applicable law or regulation or Company's internal policies. Supplier shall, at its own

expense, obtain all the necessary permits, authorisations, licenses, and certificates required to perform this Contract.

22. **CONFLICT MINERALS.** All Goods supplied by Supplier to Company that contain conflict minerals 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; (ii) comply with reasonable requests for information in order to facilitate compliance with any law, rule, or regulation currently in place or adopted in the future; and (iii) maintain records related to the supply or use of conflict minerals.
23. **FORCED LABOUR.** Supplier shall not, and shall ensure that its suppliers, subcontractors, and other business partners involved in the provision of the Goods or associated services ("**Subcontractors**") do not use any form of convict, indentured, or forced labor, including forced or indentured child labour, labour of North Korean citizens or nationals, labour 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 Goods and services 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.
24. **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) or otherwise in connection with the Contract (collectively, "**Personal Information**") comply with all applicable federal, state, and international laws regarding privacy or Personal Information 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 Information is processed by Supplier only as needed, to the extent necessary to perform this Contract, and in accordance with the instructions of Company and that the Supplier shall: (i) retain the Personal Information only as long as is necessary for the purpose for which such Personal Information is processed; and (ii) take all reasonable steps to ensure that the Personal Information is protected from misuse, interferences, and loss, and unauthorized access, modification, and disclosure. Supplier shall not transfer any Personal Information to any third party without the prior consent of Company. If applicable, Supplier agrees to execute a data processing agreement with Company in a form acceptable to Company to ensure ongoing privacy protection for individuals. Without limiting Supplier's obligations under the Privacy Laws, Supplier will notify Company immediately in writing of any: (a) actual or suspected breach of this Section; (b) complaint or request by any individual concerning Personal Information or relating to Company's obligations under any of the Privacy Laws; or (c) actual or suspected unauthorized access, disclosure, or loss of Personal Information. Supplier will provide full cooperation and assistance to Company regarding any such complaint, request, or unauthorized access, disclosure, or loss. If Supplier fails to comply with this Section, the applicable data processing agreement, or any of the Privacy Laws, Company may immediately terminate this Contract without further liability. Supplier agrees that it will not notify any individual or body of any actual or suspected unauthorized access, disclosure, or loss of the Company's Personal Information without the Company's prior written consent. By submitting business contact and personal information about Supplier and/or its employees or sub-suppliers 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 authorised third-party contractors or agents for the purpose of: (x) facilitating Supplier's business relationship with Company; (y) enhancing Company's ability to contact Supplier and its employees; and (z) enabling Company to process and track Supplier's transactions with Company through various internal systems and external third parties ("**Company's Purpose**"). Supplier warrants and undertakes that it will obtain all the necessary consents from the relevant individuals and fulfil all the obligations under the Privacy Laws before submitting any personal information to Company for Company's processing of such personal information as agreed in the Contract. Company shall use the information supplied solely for the Company's

Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose. When processing such personal information, Company shall comply with the Privacy Laws. If applicable, Company agrees to execute a data processing agreement with Supplier to ensure ongoing privacy protection for individuals. For the avoidance of doubt, the lack of data processing agreement signed by the parties means that neither party processes Personal Information on behalf of the other party.

25. **INFORMATION SECURITY.** Supplier must ensure that all Confidential Information is appropriately protected. Supplier, and its representatives, agents, sub-suppliers, contractors and subcontractors, must protect Confidential Information from unauthorized access, destruction, loss, use, modification and/or disclosure, irrespective of the accidental or unlawful nature of such access, destruction, loss, use, modification and/or disclosure, through appropriate physical and electronic security procedures and safeguards, including mitigating emerging risk to information systems by implementing appropriate information/cyber security programs. Supplier must act promptly to identify any harmful or malicious code and to implement appropriate mitigation and remediation efforts to address any such harmful or malicious code. Supplier must report to Company any suspected or actual data breach or security incident as soon as the Supplier becomes aware of it. Further, Supplier shall: (i) maintain the level of information security agreed by the parties, including, but not limited to any relevant certifications, such as the Cybersecurity Maturity Model Certification, if applicable, throughout the term of the Contract and shall not decrease such agreed security level without the Company's prior approval; and (ii) notify Company in writing if the Supplier is unable to maintain the agreed security level. Additionally, Supplier shall allow Company to embed code in Company files, such as drawings, that can transmit a signal to Company each time such file is opened from a network and/or device not owned by the Company so as to enable the Company to detect when such files are being used in non-Supplier and non-Company locations, which usage may be the result of misappropriation of such files by a third party.
26. **PROTECTION OF CDI/CUI.** Supplier shall meet all requirements set forth in this Section ("CDI/CUI Requirements") if Supplier will be: (i) receiving Covered Defense Information ("CDI") as defined in 48 CFR 252.204-7012, including Controlled Unclassified Information ("CUI"); (ii) processing, storing or transmitting CDI or CUI; or (iii) accessing Company's systems or facilities where CDI or CUI is stored. The CDI/CUI Requirements are: (a) Supplier represents and certifies that it is compliant with the requirements of 48 CFR 252.204-7012, as applicable; (b) Supplier represents and certifies that it will comply with International Traffic in Arms Regulations ("ITAR") or Export Administration Regulations ("EAR") requirements for export-controlled data, including by not allowing any "foreign persons" (as defined in 15 CFR 772.1 and 22 CFR 120.15) access to CDI or CUI or any Company systems or facilities; and (c) if Supplier is a cloud service provider and will store, process or transmit CDI or CUI, Supplier represents and certifies that it meets security requirements equivalent to those established by the United States Government for the Federal Risk and Authorization Management Program ("FedRAMP") Moderate baseline.
27. **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 applicable Trade Controls (as defined herein); (b) unless otherwise agreed between the parties elsewhere in the Contract, be identified as "Importer of Record" or a party to the importation of Goods; or (c) unless otherwise agreed between the parties elsewhere in the Contract, be responsible for obtaining or submitting any required licences, 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, 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 sub-suppliers or agents, is a Sanctioned Person (as defined herein); (v) none of the services, Goods, commodities, software, or technology provided are sourced from Forced Labour, 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 sub-suppliers or agents, will, at any time whatsoever or under any circumstances whatsoever, export, reexport, or transfer any Confidential Information when to do so would be contrary to or in violation of any applicable law, rule, order, or regulation, 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).

28. **INDEPENDENT CONTRACTOR AND SUBCONTRACTS.** Supplier is and will remain an independent contractor of Company. No employee, agent, or representative of Supplier or its subcontractors will be deemed to be an employee of Company. Supplier must obtain Company's written permission before subcontracting any portion of the Contract. Except for the insurance requirements in the Contract, all subcontracts and orders thereunder will require that the subcontractor 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, but not limited to, Supplier's insurance and indemnification obligations. No subcontract or order will bind Company.
29. **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 hereunder. For purposes of this provision "**Key Documentation**" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices, and other similar documentation crucial to the performance and continuance 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 they have been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document and is binding upon the party.
30. **VARIATION.** Company may, at any time, make written changes to the general scope of the Contract, including changes to drawings, designs, specifications, materials, or packing and Supplier will continue performance of the 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 the Contract, the parties shall negotiate and agree an equitable adjustment to the price and/or delivery schedule and the Contract will be modified in writing accordingly via a written amendment signed by both parties. Supplier's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Company.
31. **BREACH.** If Supplier fails to perform the Contract in accordance with the terms hereof, Company shall, without limiting or affecting other rights or remedies available to it, whether under the Contract or at law, have one or more of the following rights: (i) to terminate the Contract with immediate effect by giving written notice to Supplier identifying the breach of non-observance by Supplier; (ii) to refuse to accept any subsequent performance under the Contract which Supplier attempts to make; (iii) to recover from Supplier any costs incurred by Company in obtaining substitute goods or related services from a third party; (iv) to require a refund from Supplier of sums paid in advance for Goods that Supplier has not provided; and (v) to claim damages for any additional costs, loss or expenses incurred by Company which are in any way attributable to Supplier's failure to comply with the terms hereof. These rights shall extend to any substituted or remedial goods or services provided by Supplier. Company's rights under the Contract are in addition to its rights and remedies implied by applicable law.
32. **TERMINATION AND CANCELLATION.** Company may cancel any Purchase Order or terminate the 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 immediately cease production and delivery of all Goods indicated in the notice of termination and 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 Goods delivered as of the date of termination. Company shall have the right to purchase any remaining stock from the Supplier. If Company terminates this Contract due to

Supplier's breach of any of its terms, or due to the impairment of Supplier's credit or ability to perform this Contract, Supplier agrees to hold Company harmless for any and all damage resulting therefrom and Company will have the right to all remedies available to it under the law.

33. **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 related 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 related 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.
34. **COMPANY NAME/LOGO.** Supplier may not use Company's name and/or logo in any manner other than as may be identified in the Contract without first obtaining prior written permission from Company.
35. **ENTIRE AGREEMENT.** The Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Goods. As such, it is the sole repository of the parties' agreement, and the parties 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.
36. **NO-WAIVER.** No term or provision of the 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.
37. **SURVIVAL.** Notwithstanding the expiration, termination, or cancellation of the 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.
38. **SEVERANCE.** If any provision (or part of any provision) of the Contract is, or becomes, illegal, invalid, or unenforceable in any respect: (i) it shall not affect or impair the legality, validity, or enforceability of any other provision of the Contract; and (ii) the parties shall negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid, and enforceable and to the greatest extent possible achieves the parties' original commercial intention.
39. **ASSIGNMENT.** Neither the 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 the Contract. Any assignment without the prior written consent of Company will be null and void.
40. **COMPLIANCE WITH LAW.** 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.

41. **SUBCONTRACTOR FLOW-DOWNS FOR UNITED STATES GOVERNMENT CONTRACTS.** Where the Goods or related services 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.
42. **THIRD PARTY RIGHTS.** A person who is not a party to the Contract shall not have any rights under any applicable law, regulation, or otherwise to enforce any term of the Contract.
43. **GOVERNING LAW AND JURISDICTION.** Any and all claims or matters of dispute between the parties to the Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, but not limited to, fraud, misrepresentation, tort (including 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 the country of incorporation of Company. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph shall be resolved in the courts having jurisdiction over Company's principal place of business with the parties irrevocably agreeing that such 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.

