

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF OUTSOURCED MANUFACTURING

Rev. July 2024

1. **DEFINITIONS.** The following definitions below apply to these Terms and Conditions.
 - (i) "**Contract**" means the Purchase Order submitted on these Terms and Conditions together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions;
 - (ii) "**Company**" means Howmet Aerospace Inc. or its subsidiary(ies) or affiliate(s) that enter into the Contract;
 - (iii) "**Company's Materials**" means all materials, tools, dies, moulds, software, documents, drawings, sketch, manufacturing diagrams models, memos or data about any features whatsoever, which are communicated by Company to Supplier or not so supplied but used, created or developed by Supplier for the purposes of producing the Deliverables or the provision of the Services;
 - (iv) "**Deliverables**" means the items which Supplier is obliged to produce and/or develop and to provide to Company as set out in the Contract;
 - (v) "**Purchase Order**" or "**PO**" means Company's purchase order for the Services and any other documentation which is specified in the purchase order form;
 - (vi) "**Supplier**" means any individual, corporation or other entity who is to supply Services purchased by Company pursuant to the Contract;
 - (vii) "**Services**" means all services provided by Supplier and purchased by Company under the Contract;
 - (viii) "**Terms and Conditions**" means these Standard Terms and Conditions for the Purchase of Outsourced Manufacturing;
 - (ix) "**TUPE**" means the applicable Transfer of Undertakings law.

2. **SCOPE OF WORK AND ACCEPTANCE.** Subject to the terms of the Contract, Supplier shall provide the Services to Company, produce the Deliverables and make the Deliverables available for collection by Company in accordance with the description and specifications set out in the Contract. Supplier shall provide the Services with all due skill, care, prudence and foresight which would reasonably be expected from a supplier undertaking similar services and in accordance with applicable legislation. Supplier agrees that the terms and conditions of the Contract shall apply to the Services that it provides to Company under the Contract, though the parties acknowledge that they may have other business with each other pursuant to separate agreements which shall not be affected hereby. The Services are supplied strictly pursuant to the Contract. Supplier shall take all necessary and reasonable steps to ensure that it is able to meet Company's requirements for the Deliverables and to fulfil its obligations under the Contract. The Contract will control the terms and conditions of the Services and will supersede any printed terms and conditions appearing on any purchase/sales order form, acknowledgment or other similar forms issued by the parties, one to the other in accordance with this Section. Company may request Supplier to provide further Services from time to time by placing orders for its requirements of Deliverables. All POs are placed subject to the conditions set forth or referred to in these Terms and Conditions, which will apply to the Contract notwithstanding and to the exclusion of any other provisions that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The PO constitutes an offer by Company which shall be deemed accepted by Supplier on the earlier of (i) Supplier issuing a written acceptance of the PO; or (ii) undertaking any act consistent with fulfilling the PO or (iii) ten (10) days after receipt by Supplier of the PO if there is no response, at which point and on which date the Contract shall come into existence. Supplier is requested to sign and return a copy of the PO within ten (10) days of receipt, but Supplier acknowledges and agrees that failure by Supplier to comply with this requirement shall not affect the coming into force of the Contract as set out in this Section or the application of the Terms and Conditions to the Contract. Any acceptance of a PO is limited to acceptance of the express terms of the offer contained therein.

3. **PRICE AND PAYMENT TERMS.** 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. If during the term of this Contract, Supplier sells Services or Deliverables that are the same or are substantially similar to the Services and Deliverables to another party at prices below those stated in the Contract, Supplier will immediately extend such lower prices to Company. In addition, if Company provides satisfactory evidence that it can purchase Services of like quality and similar commercial terms at a lower price than the price provided by Supplier, and if Supplier elects not to meet such lower price, then Company may elect to purchase Services from the supplier with the lower price, and any obligation of Company to purchase Services from Supplier pursuant to the terms of the Contract will be deemed to be waived by Supplier to the extent of any such purchases. Company will have the right

to examine and audit, during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Supplier's obligations as set forth in this condition and costs incurred pursuant to the Contract. Such records will be kept by Supplier for a period of at least four (4) years after the expiration or termination of the Contract, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate to permit the aforementioned audit. Supplier agrees to provide reasonable assistance for such audits. Except as expressly set forth in the Contract, Company will have no obligation to purchase any specific quantity of Services from Supplier and Company will be entitled, in its sole discretion, to purchase the same or similar Services from other suppliers. Company expressly reserves the right to disclose the terms of the Contract, including but not limited to price, to third parties.

4. **PAYMENTS.** Unless otherwise provided in the Contract, all invoices for Services and Deliverables provided to Company will be accumulated upon receipt for a period from the first day of the month to the last day of the month (the "**Accumulation Period**") and Company will pay invoices received during the Accumulation Period in accordance with the payment terms set forth in the Contract for Services or Deliverables that, in Company's judgment, strictly conform to the requirements of the Contract. Supplier will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Deliverables and/or Services, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemised separately on the invoice. Delay in receiving valid invoices or Deliverables and/or Services will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Supplier does not constitute acceptance of the Deliverables and/or Services covered by the invoice. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Supplier or any of its parents, subsidiaries or affiliates, any obligations that Supplier, or any of its parents, subsidiaries or affiliates, may owe to Company. 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.
5. **WARRANTY.** Supplier warrants that, from the date of delivery of the Deliverables and for a period of four (4) years thereafter, all Deliverables: (i) shall be merchantable and free from defects in materials, design and workmanship (whether or not approved by Company); (ii) shall conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples and models, including those provided by the Supplier after contract formation; (iii) shall be fit for the particular purpose(s) for which the Deliverables are required, and Supplier acknowledges that Company is relying on the Supplier's skill or judgment to furnish suitable Deliverables; (iv) shall be composed of all new components; (v) shall be free and clear of all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement or other colourable claims; and (vi) shall be manufactured and sold in compliance with all applicable international, federal, state and local laws, regulations or orders and trade standards applicable to the Deliverables. Such warranties explicitly extend to future performance of the Deliverables. Supplier further warrants the following: (a) Supplier shall use its best efforts to perform the Services and, at a minimum, Supplier shall perform the Services in conformity with the highest standards of the industry practiced by reputable suppliers performing work of a similar nature at the time and place the Services are provided; (b) Supplier shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (c) prior to performing any Services, Supplier will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (d) the Services will not violate or in any way infringe upon the intellectual property rights of third parties; and (e) Supplier is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of this Contract. Supplier

warrants that all of its employees and subsuppliers, and all other persons or entities acting on its behalf in the performance of this Contract, shall agree to and abide by the warranties set forth herein. Limitations on Company's remedies (or disclaimers of warranties) in documents of Supplier, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this condition will survive inspection or acceptance of, payment for and use of the Deliverables or Services and completion, termination or cancellation of the Contract, and will run to Company and its customers, successors and assigns and to users of the Deliverables. Supplier warrants that it and the Deliverables and Services will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Supplier will furnish Company with any applicable certificates of compliance therewith.

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 Deliverables and/or Services 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 Deliverables and/or Services 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 Deliverables and/or Services delivered hereunder. Supplier and its employees, subsuppliers and all other persons or entities acting on behalf of Supplier agree to abide by Company's rules, including, without limitation, those related to environmental, health, safety and security, and reasonable requests while on premises owned, leased or otherwise controlled by Company. Company reserves the right to bar from such premises Supplier or any employee, subsupplier or any other person or entity acting on behalf of Supplier for any cause that Company deems reasonable.

7. **COMPANY'S PROPERTY AND PARTS.** All Company Materials and property, including but not limited to supplies, materials, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment and other items of any kind supplied to Supplier, or paid for, or for which Supplier has been reimbursed, by Company, or for which Company has agreed to reimburse Supplier, will be and remain Company's (or its customers', as the case may be) 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 Deliverables 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 the 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 Company's property and parts 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. Supplier will indemnify, protect, defend and hold harmless Company, its successors and assigns from and against all claims and liens adverse to Company's ownership of Company's property and all loss or damage to such property occurring while in Supplier's custody or control. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Supplier will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Supplier assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Supplier.

8. **REJECTION AND REVOCATION OF ACCEPTANCE.** Deliverables will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Supplier notice of rejection or revocation of acceptance, notwithstanding any payment, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other non-conformance, will relieve Supplier of any obligations under the Contract or impair or waive any right or remedy of Company with respect to Supplier's performance hereunder. If, in Company's judgment, the Deliverables do not conform with the requirements of the Contract, Company will have the right to reject the Deliverables and, in addition to any other rights and remedies

it may have, Company may, in its sole discretion: (i) return any or all nonconforming Deliverables to Supplier for reimbursement, credit, replacement, or repair as Company may direct; (ii) correct, rework, and/or repair the Deliverables with all costs associated therewith to be charged to and paid by Supplier; or (iii) hold any or all nonconforming Deliverables, at Supplier's risk and expense, for disposal or correction according to Supplier's instructions. Any Deliverables rejected by Company and returned to Supplier will be returned, at Supplier's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Supplier. Such Deliverables will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such nonconforming Deliverables that are so remedied will have the same warranty as stated in Section 5 ("Warranty") from the date of re-delivery.

9. **INSPECTION AND QUALITY ASSURANCE.** All Deliverables and/or Services will, before delivery, be subject to inspection, tests, and audits by Company, its agent, customer and/or any regulatory agency at reasonable times and places. Supplier agrees to provide access for Company, its agent, customer and/or any regulatory agency to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. This right of access includes access to all facilities involved in the execution of the Contract, including any subcontractors, and access to all applicable quality records, including records of the calibration system. Neither the inspection, testing, or auditing of any Deliverables and/or Services, nor the failure to do so, before delivery to Company will constitute acceptance of any Deliverables and/or Services or relieve Supplier from exclusive responsibility for providing Deliverables and/or Services in strict conformance with the Contract and Company's specifications. Supplier warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Deliverables and/or Services and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Deliverables and/or Services. Supplier agrees to notify Company of any change to Supplier's quality control/assurance program as well as certificates, affidavits and other such records relating to the Services and Deliverables. Supplier agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery. Supplier will retain such quality records as stated in this Section for a minimum period of seven (7) years after completion of the Contract or as otherwise specified in writing by Company. Deliverables and/or Services identified by Company as subject to government safety regulation will require a minimum retention period of fifty (50) years. If this retention requirement cannot be met, Supplier will transfer such records to Company.
10. **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 levied against Supplier for the privilege of doing business in a jurisdiction. If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Company on behalf of any taxing jurisdiction, Supplier will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Supplier. Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Supplier must collect sales and use tax from Company, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services and/or Deliverables were provided. If applicable, in lieu of payment for any sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Company on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Supplier, or the price or compensation under the Contract, or upon the product provided hereunder, will be the responsibility and liability of Supplier.
11. **DELIVERY AND TITLE.** Company shall, at all times, have and retain sole title to the Company's Materials, work in process and Deliverables. Company's Materials or other materials provided to Supplier by, or on behalf of, Company are consigned to Supplier solely for purposes of the Contract and remain Company's (or its customer's, as the case may be) property. At Company's request, Supplier will execute such other assurances and instruments as Company may deem necessary or advisable to protect its interests in Company's Materials and Deliverables

and/or other property of Company. Supplier shall not grant or purport to grant any lien, encumbrance or security interest over the Company's Materials, work in process or Deliverables. Supplier shall have all risk of loss and liability for loss of or damage to Company's Materials, from the time the Company Materials pass Supplier's receiving gate and for all work in process and Deliverables until delivery of the Deliverables by Supplier. For so long as the Company's Materials, work in process and the Deliverables are within the control of Supplier, Supplier shall ensure that they are clearly accounted for, marked with identification numbers or other markings so that they are readily identifiable as property of Company (or its customers, as the case may be) and distinguishable from inventory or goods owned by Supplier or any other party. Supplier shall physically segregate any goods owned or held by Supplier, including goods owned by third parties, and shall ensure that the Company's Materials, work in process and the Deliverables shall not become subject to any lien, right, or claim of any third party while in the control of Supplier. Company shall have the right to remove all Company's Materials from Supplier's possession at any time on giving reasonable notice. Company reserves the right to audit Supplier's facility upon reasonable notice during normal business hours for the purposes of the Contract. This includes the right to appoint external auditors to carry out the relevant review. The date and time of such audit shall be mutually agreed by the parties. The scope of the audit shall be to: (i) inspect the Company's Materials, work in progress and the Deliverables held and/or to remove them; and (ii) assess Supplier's compliance with applicable laws for environmental, health, and safety, in each case to the extent related to the Services.

12. **CONFIDENTIALITY.** At all times during the term of the Contract and for a period of five (5) years after its expiration, termination or cancellation, Supplier will: (i) maintain the confidentiality of any information (whether written, oral or electronic) disclosed by Company or any of its parents, subsidiaries, affiliates, customers, or contractors, whether or not identified as "confidential" upon disclosure ("**Confidential Information**"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. The requirements hereof apply to any information that Supplier possesses that predates the Contract. For the avoidance of doubt, Personal Information (as defined herein) is Confidential Information. The obligations set forth in this Section shall not extend to any information that: (a) was in the public domain without restrictions at the time so disclosed (unless the information so disclosed was a compilation of such publicly available information in a form not previously known); (b) passes into the public domain after it has been disclosed without Supplier being in breach of any obligation of confidentiality; (c) is given to Supplier by a third party who is lawfully entitled to disclose it and has no duty to respect any right of confidence in the information; (d) was already known (or had been independently generated) by Supplier prior to its receipt or disclosure; (e) the parties agree in writing is not confidential; or (f) any matter if (and only to the extent that) it is required by law, governmental or regulatory authority, any court or other authority of competent jurisdiction; provided, however, that in such case, Supplier will provide reasonable prior written notice to Company if it is required to disclose any of Company's Confidential Information under operation of law and disclose only the Confidential Information that Supplier is legally required to disclose. Supplier will immediately notify Company of any disclosure of any Confidential Information that is not permitted by the 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 and Supplier shall immediately return to Company all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination of this Contract or of Supplier's use of the Confidential Information by Company will not affect Supplier's continuing obligations set forth in this Section.
13. **NOTIFICATIONS.** Supplier agrees to immediately notify Company of any actual or possible safety or quality problems with the Deliverables and/or Services delivered hereunder. Supplier also agrees to give Company reasonable advance notice of potential material shortages, labour disputes, insolvency or other matters that might delay or interfere with its performance of the Contract.
14. **SCRAP.** Any product scrap, slit trim, drop, heads, tails, chips, shavings, offal and/or rejected material generated at Supplier's location through Supplier's processing of materials or parts provided by, or on behalf of, Company will be and remain Company's property. Supplier will not commingle any scrap generated by the conversion or tolling of Company's property with any other material or tolled products from others. Unless otherwise specified, the Company's preferred disposition for all scrap is return to Company location. All scrap will be suitably packaged

and prepared for return to Company, or to other location when specified by Company, FCA (Incoterms 2010) Supplier's facility. Supplier will segregate scrap by material alloy, mark it with appropriate identification, and keep it clean and dry.

15. **INVENTORY.** Company will have the right of access to inspect and examine Company Materials, property and parts in Supplier's facility at all reasonable times. When requested to do so by Company, Supplier will take a physical inventory of all Company Materials, owned property and parts held by Supplier and submit to Company an itemised report of such inventory.
16. **PRE-EXISTING INTELLECTUAL PROPERTY.** Each party any its licensors are, and shall remain, the 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 Deliverables 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.
17. **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 Deliverables (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 Deliverables, all referred to in this Contract as "Contract Developments". All Contract Developments, including works, mask works or other semi-conductor topography rights, works of authorship, drawings, labels, photographs, video and sound recordings, art and software (source code and object code) (whether or not copyrightable), 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.

- 18. INDEMNIFICATION.** Supplier will indemnify, protect, defend or settle (at Supplier's expense) and hold harmless Company and its parents, affiliates and its and their directors, officers, employees, agents, successors and assigns, its customers and the users of the Deliverables and/or Services ("**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 ("**Claims**"), that arise out of or are related to: (i) the Services, the Deliverables, defective Services or Deliverables or their manufacture, delivery, use or misuse; (ii) the performance of the Contract; (iii) breach of any of the provisions of the Contract; or (iv) actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Company's use or sale of Deliverables and/or Services supplied under the Contract, regardless of whether Claims 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 such negligence or acts or omissions were caused in part by the Indemnitees. In the event of an allegation of intellectual property infringement, Supplier will, at its own expense and at Company's option, either: (a) procure the right to continue using the Deliverables and/or Services; (ii) make such alterations, modifications or adjustments to the Deliverables and/or Services so that they become non-infringing without incurring a material diminution in performance or function; (c) replace same with a non-infringing equivalent; or (d) refund the purchase price. All such obligations of Supplier to indemnify, protect, 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 Services (including the Deliverables) and completion, termination or cancellation of the Contract. Any settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Claims. The parties do not anticipate that TUPE will apply either on the commencement of the Contract or on its termination. Supplier shall be responsible for and shall indemnify and keep indemnified Company for itself and/or as trustee for any subsequent supplier of the Services against all Claims arising out of the employment or the termination of employment of any person employed or previously employed by Supplier and who has been engaged in the provision of the Services.
- 19. INSURANCE.** Supplier agrees: (i) to maintain in full force during the term of the Contract and for a period of seven (7) years thereafter insurance to cover any liabilities arising under or in connection with the Contract, including but not limited to insurance for employer's liability, product liability, public liability, professional liability, cyber security liability, and environmental liability, where applicable, on the terms and in the amounts commensurate with its business and risks associated therewith ("**Insurance**"); (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Company, including Company as an additional insured, under policies of Insurance; (iii) to ensure that Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Company is exposed and that the limits of Insurance to which Company is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Supplier under all of the policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Company's insurance policies, which policies shall be, in all respects, excess to Supplier's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Company's request, to timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance.
- 20. 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, without limitation, 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 in accordance 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 obtain the Services from other sources and reduce its obligations owing to Supplier accordingly without liability to Supplier. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by written notice given to the non-performing party before performance resumes.

21. **COUNTERFEIT AND SUSPECT GOODS.** Supplier warrants that it shall not deliver Counterfeit and Suspect Goods (as defined herein) to Company and shall immediately notify Company if Supplier becomes aware or suspects that it has delivered Counterfeit and Suspect Goods. When requested by Company, Supplier shall provide documentation that authenticates the traceability of the affected items. "**Counterfeit and Suspect Goods**" refers to materials that are: (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Supplier; or (vi) items for which credible evidence (including, without limitation, visual inspection or testing) provides reasonable doubt that the part is authentic. Supplier shall indemnify Company for all claims relating to Counterfeit and Suspect Goods, including, without limitation, Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Supplier shall include this Section or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Deliverables to Company.
22. **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.
23. **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; (ii) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Supplier will provide Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; (iii) that Supplier will supply with, or before, delivery, and at any other time upon Company's request, all information known to Supplier with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (iv) that Supplier will ascertain and furnish all information about the Deliverables required by Company to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to-know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Company upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. 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 Deliverables 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 Claims resulting from or arising under, in whole or in part, a breach of the foregoing warranty. Supplier agrees to be responsible for proper removal and disposal of any such materials and to pay the costs of any necessary cleanup.
24. **CONFLICT MINERALS.** Any goods to be supplied by Supplier to Company that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Supplier, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the

Democratic Republic of the Congo or any adjoining country. Supplier agrees to: (i) cooperate with Company in conducting any due diligence in accordance with the Rule; (ii) comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and (iii) maintain records related to the Rule.

25. **FORCED LABOUR.** Supplier shall not, and shall ensure that its suppliers, subcontractors and other business partners involved in the provision of the Services, Deliverables or goods ("**Subcontractors**") do not use any form of convict, indentured or forced labour, 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 Labour**") at any stage of the development, mining, production, manufacturing or other process for the Services, Deliverables or related goods or any of the components of such Deliverables or goods. Supplier shall maintain in effect a program of monitoring and auditing its Subcontractors to ensure that they do not use Forced Labour in the development, mining, production, manufacturing or other process for the Services or related goods at any time, including in the production of raw materials or component parts for the Deliverables or 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.
26. **ANTI-CORRUPTION.** 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 influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of 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 is intended to unduly or improperly influence any third party, including but not limited to, by means of extortion, any kickback or bribery. Without prejudice to the generality of the foregoing Supplier shall, and shall ensure that all of its employees and any persons performing services on its behalf shall, fully comply with all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. If Supplier or any person performing services on its behalf breaches the terms of this provision, Company may immediately terminate the Contract without any liability.
27. **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, interference 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 subsuppliers to Company, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Company and all its controlled entities, affiliates and subsidiaries in the United States, Europe and elsewhere and their 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 necessary to be able to complete the Company's 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.

- 28. 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.
- 29. 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.
- 30. COMPLIANCE WITH TRADE CONTROLS.** Supplier warrants and agrees that: (i) Supplier's provision of any Services, Deliverables, 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 Services, Deliverables or 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 Services, Deliverables or 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, Deliverables, goods, commodities, software or technology provided are sourced from Forced Labour, Sanctioned Persons or Sanctioned Countries; (vi) Supplier will comply with all regulatory and administrative requirements associated with the import or export of any Services, Deliverables, 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 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).

31. **INDEPENDENT CONTRACTOR.** Supplier is and will remain an independent contractor of the Company. No employee, agent or representative of Supplier or its subcontractors will be deemed to be an employee of Company.
32. **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 Services or Deliverables hereunder. For purposes of this provision **“Key Documentation”** means Purchase Orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that: (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically; and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because it has been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of digital identification will be deemed to constitute a **“signature”** and will have the same effect as a signature on a written document.
33. **CHANGES.** Company may, at any time, in writing, make 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, an equitable adjustment will be made to the price or delivery schedule, or both, and the Contract will be modified in writing accordingly. Any claim by Supplier for any adjustment hereunder must be made within fifteen (15) working days of the date Supplier is first notified of the change. Supplier’s compensation shall not exceed the maximum amount set forth in the Purchase Order without a writing expressly authorizing the increase signed by the Company. If Supplier or any supplier of Supplier makes or intends to make any change to the process, materials or design details of the Deliverables, including raw materials or parts used in the manufacture of the Deliverables, such changes, including, without limitation, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the subsupplier of raw materials or between a manual and automated process, such change shall be a **“Material Change”**. Supplier must promptly notify Company in writing of any Material Change. Additionally, if a Material Change could affect the Deliverables or any component part thereof with regard to quality, functionality, form, stability, safety or otherwise fitness for its intended purpose, Supplier shall at its own expense promptly send Company product samples complete with test reports indicating the test instrument used (such samples and test reports, together, the **“Conforming Samples”**), and shall verify the Conforming Samples’ specifications compared to the specifications and performance of the Deliverables as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the Deliverables incompatible for the use for which Company is purchasing the Services and Deliverables, 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.

34. **TERMINATION.** Company may terminate the Contract, in whole or in part, at any time for convenience by giving one (1) month's prior written notice to Supplier. After receiving written notice of termination, Supplier will immediately cease production and delivery of all Deliverables and/or performance of the Services indicated in the notice of termination and immediately take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, Company will pay Supplier, on a pro rata basis, for Services delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will become the property of Company and will be released by Supplier to Company for pick-up and removal, upon demand. The provisions of this condition are without prejudice to any other rights or remedies of Company, including those resulting from default by Supplier hereunder. Company will have the right to terminate the Contract, in whole or in part, if the Deliverables and/or Services are, in Company's judgment, non-conforming or defective or not delivered as scheduled, or if Supplier fails to comply with or fulfil at any time any of the terms and conditions of the Contract, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Supplier to perform the Contract becomes impaired, whereupon Company will have the continuing right to obtain Services or Deliverables from another source. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default or breach by Supplier hereunder.
35. **TRANSITION OF SUPPLY.** In connection with termination of the Contract or Company's decision to change to an alternate source of supply of the Services, Supplier will cooperate in the transition, including the following (collectively, "**Transition Support**"): (i) Supplier will continue delivery of all Deliverables and/or Services as ordered by Company, at the prices and other terms stated in the 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 Services as needed; (ii) make available for collection all Company Materials and (iii) 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. Any costs incurred by Supplier without Company's prior written consent shall not be reimbursed by Company.
36. **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 written permission from Company.
37. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made by, or on behalf of, the parties and relating to its subject matter. Custom and practices agreed or applied by the parties in their business interactions before shall not form part of the Contract. Customs, which are widely and continuously applied in the given industry by the parties of similar contracts, shall also not form part of the Contract either. This Contract may not be modified except by a writing signed by the parties. Each party confirms that it has not relied upon, and (except as otherwise explicitly set forth in this Section) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to the Contract) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Contract. Except as explicitly set forth in this Section, neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Contract. Nothing in the Contract shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation. Notwithstanding the expiration, termination or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration, termination or cancellation will survive beyond such expiration, termination or cancellation.
38. **NO WAIVER.** Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with the Contract will not limit or restrict the future exercise or enforceability of those rights. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and

signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

39. **SEVERANCE.** If any term, provision, covenant or condition of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions of these Terms and Conditions shall continue in full force and effect and that provision (or partial provision) shall be deemed deleted, provided the effectiveness of the remaining portions of these Terms and Conditions will not defeat the overall intent of the parties. In such a situation, the parties agree to negotiate in good faith to establish a replacement provision to accomplish the originally intended effect to be incorporated into these Terms and Conditions.
40. **ASSIGNMENT AND SUBCONTRACTING.** 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 change Supplier's liability to perform all of its obligations under the Contract. Any attempted assignment without the prior written consent of Company will be null and void. Unless otherwise specified, Supplier must obtain Company's written permission before subcontracting any portion of the Contract. Except for the insurance requirements set forth herein, all subcontracts and orders thereunder will require that the subcontractor be bound by and subject to all of 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. Supplier will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.
41. **COMPLIANCE WITH LAWS.** Supplier represents and warrants that Supplier complies and will remain in compliance with all applicable international, federal, state, municipal and local laws, regulations, rules, orders, ordinances and codes of any authority, governmental or otherwise, having jurisdiction (collectively, "Laws"). If, and to the extent that, any such Laws require Supplier or Company to engage in due diligence efforts or the collection, disclosure, reporting or retention of documentation or information, Supplier shall engage in such required activity and comply with Company's reasonable requests related to such due diligence efforts, documentation or information as required to facilitate Company's compliance with the Laws.
42. **SUBCONTRACTOR FLOW-DOWNS FOR UNITED STATES GOVERNMENT CONTRACTS.** Where the Services, Deliverables or related goods being procured by Company from Supplier are in support of a United States Government end customer or an end customer funded in whole or part by the United States Government, Supplier agrees to comply with the Supplemental Terms and Conditions for Orders Associated with U.S. Government Contracts set forth at <https://www.howmet.com/supplier-terms-conditions/>, all of which are incorporated into the Contract. This URL or the terms may be updated from time to time and any such change shall not affect the applicability of the material referenced therein.
43. **THIRD PARTY RIGHTS.** A person who is not a party to this Contract shall not have any rights under any applicable law, regulation or otherwise to enforce any term of this Contract.
44. **GOVERNING LAW AND JURISDICTION.** The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the country of incorporation of the Company. Any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of the country of incorporation of the Company, and the parties hereby irrevocably submit to the exclusive jurisdiction of these courts for these purposes. The application of the United Nations Convention on Contracts for the International Sale of Goods ("**CISG**") is hereby expressly excluded.
45. **BACKGROUND CHECKS.** Supplier, at its own expense, will have background checks performed on each employee or independent contractor that will be assigned to work on premises owned, leased or otherwise controlled by Company in connection with this Contract. The results of the background checks will be reviewed by Supplier prior to the placement of an employee or independent contractor. Supplier agrees and acknowledges that the information gathered in a background check will not be used in any manner prohibited by or in violation of any applicable Laws.

46. **CUMULATIVE REMEDIES.** Time is of the essence with respect to Supplier's performance hereunder. The Services shall be performed and the Deliverables will be delivered in strict conformity with the dates and schedules referenced in the Contract. Any remedies provided herein to Company are cumulative and in addition to any other remedies provided in law or equity or by statute.

