

Hanwha Materials

Sales Terms and Conditions

These Terms and Conditions of Sale govern all supplies of Goods and Services by the Seller. The Seller's acceptance of any order is strictly contingent upon the Buyer's full agreement to these terms. Notice is hereby given that the Seller rejects any supplementary or conflicting terms proposed by the Buyer, whether contained in purchase orders, preprinted forms, or other communications. No failure by the Seller to object to the Buyer's terms shall be interpreted as a waiver of these Conditions. The Buyer's silence or its receipt of the Goods or Services will serve as conclusive evidence of its acceptance of these Terms and Conditions.

1. Definitions

The term "**Seller**" or "**Hanwha**" means the specific affiliate of Hanwha Materials, that is identified as the seller in the written Order acknowledgement, quotation, invoice, contract, or other written document issued or expressly accepted by Seller.

The term "**Buyer**" means the individual, corporation, or other legal entity that submits an Order to Seller.

The term "**Order**" means Buyer's written request, purchase order, release, or other written instruction, including any request submitted through an approved electronic data interchange (EDI) format, to procure Goods or Services from Seller.

The term "**Goods**" means the products, materials, components, or other items that Buyer desires to purchase from Seller.

The term "**Contract Documents**" means, in relation to each transaction: (a) these Terms; (b) any written Order acknowledgement, quotation, dispatch note, delivery documentation, invoice, or other document issued by Seller in connection with such transaction; and (c) any other document expressly accepted by Seller in writing as forming part of the agreement.

The term "**Contract**" means the legally binding agreement between Buyer and Seller with respect to the applicable Goods or Services, consisting of the Contract Documents and any subsequent written amendments or modifications expressly agreed to by Seller.

The term "**Services**" means any processing, forging, conversion, tolling, treatment, testing, or other services performed by Seller on or with respect to materials, including Buyer-furnished materials, in accordance with the specifications, requirements, and other terms expressly agreed upon in the Contract Documents.

The term "**Intellectual Property**" or "**IP**" means all legal rights worldwide in works, inventions, developments, data, information, and/or ideas, including but not limited to patents, copyrights, trademarks, proprietary information, industrial designs, mask works, integrated circuit layout designs, databases, technical data, inventions, trade secrets, and know-how, whether registered or unregistered, and including all applications, registrations, renewals, extensions, and rights to apply therefor.

The term "**Applicable Law**" means any applicable law, statute, regulation, code, ordinance, rule, order, decree, directive, judgment, injunction, license, permit, approval, governmental requirement, or judicial or administrative interpretation thereof, issued by or applicable under the authority of any Government Authority.

The term "**Government Authority**" means any governmental, legislative, administrative, regulatory, judicial, or quasi-governmental body, agency, authority, instrumentality, court, tribunal, or entity established, controlled, or authorized by a government or any subdivision thereof.

2. Acceptance.

Sales are concluded only upon Seller's express written acceptance of Buyer's Order, including by issuance of a sales order acknowledgement or other written confirmation. The Contract Documents constitute the sole terms and conditions of any Order between the parties, unless otherwise agreed in a written agreement signed by both parties. Any additional or inconsistent terms contained in Buyer's purchase order or other document shall not apply unless expressly accepted in writing by Seller. After acceptance of an Order by Seller, the Contract Documents may only be modified by a writing signed by authorized representatives of both parties, provided that Seller shall not be bound by any modification unless signed by Seller's authorized representative. No total or partial cancellation or termination of an Order by Buyer shall be effective without Seller's prior written consent. If Seller consents to any such cancellation or termination, Buyer shall reimburse Seller for reasonable costs and expenses actually incurred by Seller in connection with the accepted Order prior to the effective date of cancellation or termination.

3. Price.

(a) Seller reserves the right to determine and set the final price and applicable charges for each shipment of Goods at the time of dispatch, taking into full consideration Seller's prevailing costs of raw materials, fuel, power, utilities, transportation, labor, and any other operational expenses at the date of shipment.

(b) Seller may adjust the price of Goods or Services to reflect: (i) price adjustments based on formulas or market indices reasonably selected by Seller; (ii) any increase in costs impacting Seller's production, manufacturing, or supply chain, including any new, additional, or increased taxes, tariffs, public charges, customs, or duties imposed by any Government Authority; (iii) fluctuations in currency exchange rates; (iv) modifications pursuant to the Changes clause herein; (v) alterations to the underlying assumptions of Seller's initial price quotation, such as shifts in market conditions, fluctuations in Buyer's demand, or Buyer's failure to meet minimum volume or market share assumptions; and (vi) any other macroeconomic or operational changes beyond Seller's reasonable control. Upon written notice of such price adjustment by Seller, the revised prices shall become immediately effective and shall apply to all pending, unfulfilled, or newly submitted Orders, as well as any subsequent shipments, except for any prior Order acknowledgement.

(c) In the event Seller consents to any total or partial cancellation or termination of an Order, Buyer's reimbursement obligations shall be governed by Section 2 (Acceptance) herein, and shall explicitly include full compensation for all finished Goods, work-in-progress, raw materials, allocated capacities, and any other expenses or liabilities incurred by Seller in connection with the fulfillment of such Order.

4. Payment.

(a) Buyer shall make payment pursuant to Seller's invoices at the prices provided herein, subject to Seller's rights under Section 3 (Price) and any applicable agreement regarding the ultimate customer. Payments must be made in the agreed currency specified in the Contract Documents.

(b) Buyer shall submit with each payment a remittance statement clearly identifying Seller's invoice numbers, the quantity of Goods and/or Services, and the specific amount being paid.

(c) Buyer's obligation to make full and timely payment for each shipment shall be absolute and without any right of set-off. Prices exclude all states, federal, excise, sales, or use taxes. All such taxes, whether currently in effect or levied hereafter, shall be in addition to the prices and borne solely by Buyer. If Buyer fails to pay invoices when due, interest shall automatically accrue on all overdue amounts at the maximum legal rate from the due date until paid in full, without requiring any prior demand from Seller.

(d) Unless otherwise stated in writing by Seller, standard payment terms are net thirty (30) days from the date of Seller's invoice.

(e) Whenever reasonable grounds for insecurity arise regarding Buyer's payment performance, Seller may demand revised payment terms or adequate assurance of due payment, including advance payment, cash on delivery, an irrevocable letter of credit, a parent guaranty, or other commercially reasonable credit support. Upon making such demand, Seller may immediately stop production and suspend shipments until Buyer provides such adequate assurance within the period designated by Seller. If Buyer fails or refuses to agree to the revised terms or provide adequate assurance within the designated period, Seller may, at its sole option: (i) treat such failure as a repudiation of the unperformed portion of the Order, or (ii) resume production and ship under such revised payment or credit terms as Seller may reasonably require. Furthermore, Buyer shall, upon Seller's request, immediately pay all overdue amounts with interest at the highest rate allowable under Applicable Law.

(f) Seller retains all legal rights pertaining to the collection of unpaid amounts. Buyer shall fully reimburse Seller for all costs associated with such collection activities, including reasonable attorney's fees and court costs.

(g) Time of payment by Buyer shall be of the essence in the Contract.

(h) As security for all unpaid debts, Seller shall have a general lien on all Goods and property of Buyer in Seller's possession, whether or not such Goods or property have been paid for.

(i) Upon the expiration of a fourteen (14) days' notice to Buyer, Seller shall be entitled to dispose of such Goods or property as it deems fit and apply the proceeds toward the liquidation of Buyer's outstanding debts.

5. Delivery.

(a) All delivery or shipping dates provided by Seller are estimates only. Risk of loss and title to the Goods shall pass to Buyer upon delivery, as determined in accordance with the applicable Incoterms® 2020. Unless otherwise agreed in writing, all Goods are sold on the following basis: (i) Non-U.S. sales: FCA Seller's facility (Incoterms® 2020); and (ii) U.S. sales: EXW Seller's facility (Incoterms® 2020). For U.S. export sales, Goods are sold CPT named place (Incoterms® 2020), and title shall pass to Buyer upon arrival of the Goods at the first port of export. Passage of title shall not relieve Buyer of any payment obligation or otherwise limit Seller's rights and remedies under the Contract Documents.

(b) If Buyer is unable or fails to accept delivery or collect the Goods when they are ready, Seller may arrange for storage at Buyer's sole risk. Buyer shall be fully liable to Seller for all associated costs, including storage fees, insurance, vehicle/wagon detention, or ship demurrage. This provision applies without prejudice to any other rights or remedies available to Seller due to Buyer's failure to take delivery or make timely payment.

(c) In addition to Seller's rights under Section 5(b), if Buyer fails to accept or collect the Goods within three (3)

days of the scheduled delivery date, Seller may, upon notice to Buyer, dispatch the Goods at Buyer's sole expense and risk. If Buyer has not specified a delivery address, Seller may ship the Goods to any known address of Buyer at Seller's discretion. In such event, the Goods shall be strictly deemed delivered for all purposes.

(d) Unless otherwise stated in Seller's sales order acknowledgment, the quantity, length, or weight tolerances applicable to each line item of Goods shall be governed by: (i) the standard tolerances specified in Seller's applicable price data sheet in effect at the time of shipment; or (ii) if no such data sheet or standard exists, the applicable tolerances as determined solely by Seller.

(e) Seller will use reasonable efforts to fill each Order in accordance with the estimated delivery or shipping dates; however, Seller shall not be responsible for any delays in filling Orders, nor liable for any losses, damages, or penalties resulting from such delays. Orders shall not be subject to cancellation by Buyer due to any such delays. Buyer shall promptly inform Seller of any event likely to negatively impact the proper performance of Buyer's obligations under the Contract. If Buyer fails to fulfill its obligations in a timely manner (including, but not limited to, late payments or failure to provide necessary technical/commercial information), Seller's delivery schedule shall be automatically extended by a period equal to such delay. Buyer shall remain solely liable for all costs and consequences arising from its own delays.

6. Force Majeure

Seller shall not be liable for any failure or delay in performing its obligations hereunder due to causes beyond its reasonable control (including, but not limited to, acts of God, government actions, shortages of materials or labor, transportation delays, or supply chain disruptions). Seller will promptly notify Buyer upon discovering such cause for excuse of performance and shall exercise commercially reasonable efforts to mitigate the impact of such delay or non-performance on Buyer.

7. Packaging and Transportation

Unless otherwise agreed by the parties in writing, Seller shall package the Goods in accordance with standard industry practices. If Seller complies with Buyer's specific requests regarding packaging materials, shipping methods, agencies, or routing different from those typically designated by Seller, all incremental costs (including packing, marking, shipping, and transportation charges) in excess of Seller's standard costs shall be borne solely by Buyer. Buyer agrees to pay all such excess amounts in accordance with the payment terms specified herein. Furthermore, Buyer is solely responsible for identifying and notifying Seller of any applicable local regulatory packaging requirements.

8. Shipments and Shipping Weights.

(a) Seller reserves the right to make partial shipments and invoice for each partial shipment separately. Each partial shipment shall be deemed a separate sale; however, any delay in the delivery of a specific partial shipment shall not relieve Buyer of its obligation to accept any remaining shipments under the Order. Any Order filled by Seller that is at least ninety percent (90%) of the ordered quantity shall be deemed fully performed and completed. In such event, Seller shall notify Buyer, and Buyer shall accept the delivered quantity as full satisfaction of the Order and pay only for the actual quantity delivered.

(b) Seller reserves the right to make shipments prior to the agreed-upon estimated delivery or shipping date.

(c) Seller's shipping weights and measurements shall be conclusive and govern each shipment. If Buyer disputes the shipping weight of any delivery, Buyer must promptly notify Seller in writing within three (3) days of receipt, detailing the reasons for the dispute and providing all necessary documentation and certified weight tickets to substantiate the discrepancy.

9. Inspection, Acceptance, or Rejection.

Buyer shall inspect all Goods or Services within seven (7) days following delivery or completion. Buyer must notify Seller in writing of any non-conformity or rightful rejection within this seven (7) day period; otherwise, the Goods or Services shall be conclusively deemed accepted by Buyer. For the purposes of this Section, a "rightful rejection" shall strictly mean that the Goods or Services fail to conform to the specifications expressly agreed to by the parties in writing (the "Specifications"). Rightfully rejected Goods or Services shall be repaired, corrected, or replaced at Seller's option in accordance with Section 10 (Warranty). Such repair, correction, or replacement shall constitute Buyer's sole and exclusive remedy, and Seller's sole liability, with respect to any rightfully rejected goods or services.

10. Warranty.

(a) Seller warrants that the Goods manufactured and supplied by Seller will conform to the Specifications for a period of twelve (12) months from the date the risk of loss in the Goods passes to Buyer in accordance with the applicable Incoterms® 2020. Seller warrants that any Services provided to Buyer or for Buyer's benefit will conform to the Specifications and will be provided with due skill and care. For the avoidance of doubt, any specification number or drawing number appearing on the face of an Order is for clarification or identification purposes only and does not require that the Goods be produced in accordance with such specification or drawing unless expressly set forth in the Specifications.

(b) Notwithstanding any longer statute of limitations, if Buyer has a warranty claim, Buyer must provide written notification to Seller of such claim: (i) promptly (but no later than ten (10) days) after discovering the warranty

claim; and (ii) within the applicable warranty period. Buyer's failure to adhere to these timing requirements shall preclude Buyer from any remedies for such warranty claim. At Seller's request, Buyer must return the allegedly non-conforming Goods to Seller in accordance with Seller's return material authorization process under Section 18. Seller may, at its option, participate in the failure investigation of any allegedly non-conforming Goods or Services on Buyer's property or wherever the Goods or results of the Services are located, and shall be entitled to repair, correct, or replace non-conforming Goods or Services at such site or at Seller's designated facility. Until Seller has had a reasonable opportunity to inspect and investigate the affected Goods, Buyer shall not further process, alter, scrap, destroy, or dispose of them without Seller's prior written consent.

(c) Seller's warranty provided herein will apply only to Goods that are properly installed, maintained, handled, stored, and operated under normal conditions. Seller will have no liability whatsoever in respect of any defect, damage, nonconformity, or failure to the extent arising from or attributable to: (i) Buyer's specifications; (ii) ordinary wear and tear; (iii) willful damage by Buyer or its customers; (iv) negligence on the part of Buyer or its customers; (v) abnormal storage or working conditions at Buyer's or any of its customers' facilities; (vi) Buyer's or any of its customers' failure to follow Seller's instructions (whether oral or in writing); or (vii) Buyer's or any of its customers' misuse, alteration, combination with other products, or repair of Goods sold hereunder without Seller's prior written approval. Seller's warranty is strictly limited to conformity with the Specifications, and Seller shall not be responsible for any other characteristics or specifications of the Goods or Services, including latent anomalies in conforming Goods or Services.

(d) The warranties set forth in this Section 10 are exclusive and in lieu of any other warranties, whether express, statutory, or implied, including the implied warranties of merchantability and fitness for a particular purpose.

(e) No warranty is offered by Seller on any Goods or Services which are for samples, development, or testing, and Seller expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the warranty of merchantability, satisfactory quality, and fitness for a particular purpose. Any such Goods and related Services provided hereunder are provided "AS IS, WITH ALL FAULTS".

(f) If Buyer adheres to all requirements in this Section 10, Seller will, at its sole option, repair, correct, or replace at no cost to Buyer any Goods or Services which prove to be non-conforming with the warranty in Section 10(a).

(g) Seller shall have no liability for other direct, special, indirect, incidental, or consequential damages, including, but not limited to, installation and de-installation, tear down, or rebuild of engines or other higher assemblies, and machining or other value-add services.

11. Limitation of Liability.

(a) In no event will Seller be liable for any direct damages beyond those expressly stipulated under Sections 9 (Inspection, Acceptance, or Rejection) and 10 (Warranty). Furthermore, Seller shall not be liable for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of or relating to: (i) any breach of contract or warranty, tort (including negligence and strict liability), or other legal theories with respect to Goods sold or Services rendered by Seller, or any undertakings, acts, or omissions relating thereto; (ii) the tender of non-conforming Goods or Services; (iii) breach of any other provision of any Order or Seller's performance in connection therewith; or (iv) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith.

(b) In any event, Seller's liability to Buyer shall not exceed the purchase price of the Goods or Services on which such liability is based. Buyer assumes all other liability for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Goods or receipt of the Services, either alone or in combination with other products or services.

(c) Buyer agrees to obtain appropriate insurance coverage to insure itself against claims and losses in excess of Seller's maximum aggregate liability under this Section 11. To the maximum extent permitted by Applicable Law, the limitations of liability set forth herein shall apply even if Buyer's damages are caused in whole or in part by Seller's negligence, whether sole, joint, or concurrent, strict liability, or other legal fault; provided, however, that nothing in these Terms shall exclude or limit Seller's liability to the extent such exclusion or limitation is prohibited by Applicable Law, including liability arising from Seller's willful misconduct, fraud, gross negligence, death or personal injury caused by Seller's negligence, or any other liability that cannot be excluded or limited under Applicable Law.

12. Indemnity.

Buyer agrees to indemnify, defend, and hold Seller harmless from and against any third-party product liability claims and any other alleged claims, losses, damages, or expenses (including reasonable attorney's fees and costs of defending any legal proceedings) arising out of or resulting from: (a) the design, testing, or machining of the Goods or Services by Buyer or third parties (including Buyer's obligation to test the Goods after machining by Buyer or Buyer's designated machining subcontractors); (b) the Goods or Services having been altered, modified, or improperly installed, operated, used, or maintained by Buyer, Buyer's customers, or any other third party; (c) Seller's use of any design, drawing, or specifications provided or approved by Buyer; (d) Seller's production of Goods for Buyer pursuant to such design, drawing, and/or specification; (e) Seller's sale of such Goods to Buyer or Buyer's designated purchaser; (f) Buyer's specification, purchase, use, or sale of sample, developmental, or test Goods or Services; (g) any breach of any of the representations, warranties, or covenants made by Buyer in Section 26 (Anticorruption); or (h) any other breach of the Contract by Buyer.

13. Termination.

(a) Seller reserves the right to cancel any Order placed by Buyer at any time without any liability or penalty to Seller.

(b) Without any liability to Buyer, Seller may immediately terminate or suspend any agreement, contract, or Order if Buyer breaches any terms of the Contract Documents, or specifically upon the occurrence of any of the following events:

(i) Buyer fails to pay any amounts owing to Seller when due;

(ii) Buyer fails to provide any Performance Assurance required under the Contract Documents, provided that Seller's rights of termination or suspension in this instance shall apply only to the specific Order for which Buyer has failed to provide such assurance;

(iii) any Performance Assurance required under the Contract Documents is cancelled, suspended, revoked, or amended in any material respect without Seller's prior written consent;

(iv) Buyer becomes insolvent, enters into bankruptcy, liquidation, or receivership, suspends its payments of debts, makes an assignment for the benefit of creditors, or becomes subject to any analogous proceedings under applicable laws; or

(v) any new, additional, or increased tax, public charge, freight cost, tariff, or duty is levied or imposed on the Goods, their production materials, or any sale, delivery, import, or export activity after the date of the quotation or Order.

(c) If Seller exercises its rights of termination or suspension under this Section 13, Seller shall be further entitled, upon written notice to Buyer, to declare all sums then owed to Seller under any Order (including those not yet otherwise due or payable) to be immediately due and payable.

14. Changes.

Any changes requested by Buyer, whether as a condition of entering into an Order or subsequent to the entry into an Order, that alter the basis of Seller's quotation (including these Terms), shall be strictly subject to the prior written consent of Seller. Such changes shall be subject to an equitable price and/or delivery schedule adjustment, as determined solely by Seller and agreed to by Buyer, before Seller is under any obligation to implement the change.

15. Confidentiality.

(a) Unless otherwise agreed in a separate non-disclosure agreement executed by the parties: (i) all information furnished by Seller or its representatives to Buyer, whether written or oral, tangible or intangible, and in whatever form or medium, including all information generated by Buyer or its representatives that contains, reflects, or is derived from such furnished information, shall constitute "Confidential Information." For the avoidance of doubt, personal information (as defined herein) is considered Confidential Information. Buyer shall not disclose any Confidential Information to any person or entity without the express prior written consent of Seller, except to its employees, contractors, and authorized representatives ("Buyer's Representatives") who have a strict need to know in connection with the performance of the Contract (the "Purpose"). To protect such Confidential Information, Buyer shall: (i) take all appropriate measures to ensure it is used solely for the Purpose; (ii) disclose it only to Buyer's Representatives with a genuine need to know; and (iii) ensure that Buyer's Representatives are fully informed of and agree to comply with these confidentiality obligations. Buyer shall remain fully responsible for any breach of confidentiality by Buyer's Representatives.

(b) The obligations of confidentiality set forth herein shall not apply to information that: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of these Terms; (ii) was already known to Buyer prior to being furnished by Seller under the Contract Documents; or (iii) becomes available to Buyer on a non-confidential basis from a source other than Seller, provided that such source was not bound by any confidentiality restriction.

(c) Buyer may not disclose any details of the Contract or confidential information to a third party without the prior written consent of Seller, provided that such consent shall not be unreasonably withheld for requests necessary for Buyer to perform its obligations hereunder. If Buyer is requested or required to disclose confidential information by a governmental authority or any entity with legal jurisdiction, Buyer shall give Seller prompt written notice of such request or order as soon as it becomes aware of it, allowing Seller to seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, Buyer shall disclose only that portion of the confidential information that its legal counsel advises is legally required, and Buyer shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the disclosed information.

(d) The obligations of confidentiality set forth herein shall remain in effect during the entire term of the Contract and for a period of five (5) years following its expiration or termination; provided that any trade secrets shall remain protected for so long as they remain trade secrets under Applicable Law.

16. Intellectual Property and Infringement.

(a) No right, title, or interest in or to any intellectual property, including any development, invention, or work of authorship conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer.

Except for the limited right to use the Goods provided by Seller and to incorporate such Goods into larger products sold by Buyer to its customers, Seller does not grant to Buyer, and nothing contained herein shall obligate or be construed to obligate Seller to grant to Buyer, any license under any intellectual property owned by Seller. Furthermore, except for data that Seller has expressly agreed to provide as a specific deliverable or data customarily provided by Seller for quality control purposes (which Buyer must keep strictly confidential and use solely for such purposes), Seller shall under no circumstances be required to deliver any data concerning its manufacturing processes.

(b) Buyer agrees to defend, indemnify, and hold harmless Seller, its officers, employees, and agents from and against any liability, damages, costs, or expenses (including court costs and reasonable attorney's fees) arising out of any actual or alleged claim, demand, suit, action, and/or award for infringement of any third-party intellectual property arising out of or relating to: (i) Seller's use of any design, drawing, or specifications provided or approved by Buyer; (ii) Seller's production of Goods for Buyer pursuant to such design, drawing, and/or specification; and/or (iii) Seller's sale of such Goods to Buyer or Buyer's designated purchaser.

17. Trade Compliance and Export Control.

(a) The Goods and Services, including any software, documentation, and related technology or technical data included with or contained therein, and any products utilizing them (collectively, "Regulated Deliverables") supplied by Seller are subject to U.S. import and export control laws and regulations, as well as those of the EU (European Union), the UK (United Kingdom), and other applicable jurisdictions. Buyer agrees to strictly comply with all such applicable import and export control laws and regulations, including, without limitation, the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State, the economic and trade sanctions administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and the dual-use and military export control laws of the EU, its Member States, and the UK.

(b) Buyer shall comply with all applicable U.S. and foreign trade laws and rules, and complete all required undertakings (including obtaining necessary export licenses or governmental approvals) prior to exporting, re-exporting, releasing, reselling, or diverting any regulated deliverables. Buyer shall not, and shall not permit any third parties to, directly or indirectly export, re-export, release, resell, or divert any regulated deliverables to any prohibited jurisdiction, country, party, or end-use under applicable laws. Buyer shall provide prior written notice of these compliance requirements to any party it believes is acquiring regulated deliverables with the intent to export or re-export. Buyer shall remain fully liable for any breach of this Section 17 by itself, its successors, permitted assigns, parent company, affiliates, employees, customers, distributors, resellers, or vendors.

(c) For shipments outside the U.S., if Seller agrees to be responsible for obtaining the appropriate export licenses or defense service agreements, Buyer shall fully cooperate with Seller upon request. Seller shall handle such exports at Buyer's sole expense through Seller's approved freight forwarder on a freight-collect basis, or as otherwise billed to Buyer. Seller shall have no liability to Buyer if an export license is denied, delayed, withdrawn, or suspended. Seller may, in its sole discretion, agree to a "Routed Transaction," in which case Buyer shall provide all requested documents and take all necessary actions to comply with export rules. Buyer shall provide any documentation reasonably requested by Seller to comply with import and export regulations. For shipments within the U.S., Buyer or its designated exporter bears sole responsibility for compliance, and Seller is not the "U.S. principal party in interest" (as defined by the U.S. foreign trade regulations) for any subsequent export, and Buyer shall not identify Seller as such.

(d) Buyer warrants that it is neither currently the subject of any economic or trade sanctions, nor is it owned or controlled by any individual or entity that is the subject of such sanctions.

(e) Seller may immediately suspend its performance under the Contract Documents if such performance would violate applicable import or export control laws or regulations, including instances where Seller is unable to obtain a required government approval. In such event, Seller shall have no liability whatsoever for its inability to perform.

(f) Buyer agrees that: (i) it shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, nor to the Republic of Belarus or for use in the Republic of Belarus any Goods under Article 8g of Council Regulation (EU) No 765/2006; (ii) Buyer shall use its best efforts to ensure that the purpose of this Section 17(f) is not frustrated by any third parties down the commercial chain, including subsequent resellers; and (iii) Buyer shall maintain an adequate monitoring mechanism to detect downstream violations. Any breach of this Section 17(f) constitutes a material breach of an essential element of the Contract, entitling Seller to terminate the Contract or any Orders, and to claim liquidated damages equal to ten percent (10%) of the total value of the Contract or the price of the exported Goods, whichever is higher. The parties acknowledge that such amount represents a reasonable estimate of Seller's anticipated damage and is not a penalty. Buyer shall immediately notify Seller of any suspected non-compliance and provide requested compliance data within fourteen (14) days of Seller's request.

18. Return Material Authorization Process.

All requests by Buyer to return Goods to Seller must be initiated through Seller's responsible account representative. If Buyer has provided all required information to Seller and Seller has approved the return, Seller will issue a return material authorization ("RMA") number to Buyer within five (5) working days following Seller's receipt of such complete

information. The parties shall mutually agree upon any special instructions associated with the return of such Goods at the time the RMA number is issued by Seller.

19. Tooling.

(a) Forging and extrusion equipment/tooling:

(i) Any equipment, including jigs, dies, and other non-recurring tooling ("tooling") which Seller constructs or acquires for use exclusively in the production of Goods for Buyer under these Terms shall be and remain Seller's sole property and in Seller's possession and control. If Buyer fully pays for or reimburses Seller for such tooling, Seller shall use it solely to produce Goods for Buyer under the applicable Order and for no other customer. Seller must obtain prior written permission from Buyer to use such tooling to produce Goods for any third party.

(ii) If Seller does not receive an Order from Buyer for Goods or Services requiring the use of such tooling for a continuous period of one (1) year, Seller may provide written notice to Buyer at its last known address of Seller's intent to dispose of the tooling. If Buyer fails to either: (1) place a new order with Seller for Goods to be produced using such tooling; or (2) arrange for the physical transfer of any tooling it has paid for (at Buyer's sole cost and expense), in both cases within thirty (30) days from the date of such notice, Seller may dispose of such tooling in its sole discretion without any liability or obligation to Buyer.

(iii) Any materials or equipment owned or furnished by Buyer shall be carefully handled and stored by Seller while in Seller's possession. If Seller does not accept any Orders from Buyer for Goods to be made with such equipment or materials for a period of three (3) consecutive years, Seller may, by written notice, request Buyer to remove or dispose of them at Buyer's sole expense. If Buyer fails to reply or remove the equipment or materials within thirty (30) days from the date of Seller's notice, Seller may use or dispose of them in its sole discretion without any liability to Buyer.

(b) Forming, casting, and machining equipment/tooling/fixturing:

(i) Any cold, hot, and superplastic forming, investment casting, and machining fixturing expressly listed as a separate deliverable line item in Buyer's Order and fully paid for by Buyer shall remain Buyer's property, with title and ownership vesting in Buyer.

(ii) Buyer shall be solely responsible for funding and paying for replacement tooling when the normal operational life of the tooling is exhausted, as well as for any and all necessary tooling maintenance and refurbishment costs.

(iii) If Seller does not receive an Order from Buyer for Goods or Services requiring the use of such tooling for a period of one (1) year, Seller may, by written notice to Buyer at its last known address, request Buyer to dispose of or remove the tooling at Buyer's expense. If Buyer fails to issue complete disposition instructions to Seller within forty-five (45) days of such notice, Seller may make any use of or dispose of such tooling in its sole discretion without any liability or obligation to Buyer. Seller reserves the right to remove any embedded intellectual property (which it either owns or is controlled under applicable export control laws) prior to returning any Buyer-owned tooling.

20. Insurance.

Buyer shall purchase and maintain, at its own expense, with insurers of recognized reputation and financial security, the insurance policies required to adequately cover its liabilities under each Order. At Seller's request, Buyer shall promptly provide Seller with a certificate of insurance evidencing such coverage currently in force, and shall provide updated certificates in a timely manner as such policies are renewed thereafter.

21. Assignment and Waiver.

Buyer may not assign, transfer, or delegate any Orders or agreements without the prior written consent of Seller. Seller may assign any Order, in whole or in part, at any time without the consent of Buyer. No provision hereof, and no breach of any provision, shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

22. Severability.

The invalidity, illegality, or unenforceability, in whole or in part, of any provision in these Terms shall not affect the validity or enforceability of the remainder of such provision or any other provision. If any provision or application of these Terms is held invalid or unenforceable, a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the original intent and purpose of these Terms, including the invalid or unenforceable provision.

23. Survival.

The provisions regarding limitation of liability, trade compliance, intellectual property and infringement, confidentiality, warranty, indemnity, and all other sections providing for the limitation of or protection against the liability of Seller shall survive the termination, cancellation, or expiration of any Contract or Order.

24. Governing Law and Jurisdiction.

These Terms and all accepted Orders shall be governed by, and interpreted in accordance with, the laws of the jurisdiction where Seller's legal entity that accepted the Order is incorporated. The courts of such jurisdiction shall have exclusive jurisdiction to hear all disputes arising under these Terms, and Buyer waives any and all objections it may have regarding personal jurisdiction or venue in such tribunals. However, Seller shall have the sole and

exclusive right to elect that any dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one (1) or more arbitrators appointed in accordance with said rules. The seat of arbitration shall be the jurisdiction where Seller's legal entity that accepted the Order is incorporated. The language of the arbitration shall be English. If Seller exercises its right to elect arbitration, the dispute shall be resolved solely pursuant to such arbitration proceedings, and the jurisdiction of the courts shall be strictly limited to enforcing the arbitral award, which shall be final and binding on the parties.

25. Government Orders.

The parties recognize that where work is being performed under orders for government organizations or companies contracting directly or indirectly with governments, certain government regulatory clauses, including any government contract flow-down clauses, may be requested or required. Such clauses shall apply only to the extent expressly accepted by Seller in writing or legally required to apply to the applicable Goods or Services, provided that any such legally required clause has been expressly identified to Seller in writing prior to Seller's acceptance of the applicable Order. In the event of any conflict between such government clauses and these Terms, these Terms shall control, except to the extent such legally required clause applies in accordance with the preceding sentence.

26. Anticorruption.

Buyer acknowledges that it has had the opportunity to review Seller's written anti-corruption policy ("policy"), which is available upon request. Buyer represents and certifies that it fully understands the policy and agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might constitute a violation of the policy. It is the intent of Seller and Buyer that no payments or transfers of value shall be made in relation to this Contract or to Buyer's use or disposition of the Goods that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit. Buyer represents that it, and each of its owners, directors, officers, employees, and every other person working on its behalf, has not and shall not, in connection with the transactions contemplated by this Contract or in connection with any other business transactions involving Seller, make any payment or facilitate, transfer, or cause to transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including any employee of a government corporation or public international organization); (ii) any political party, official, or worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing. In the event of a breach of any representations, warranties, or covenants made by Buyer in this Section, Seller may, in its sole discretion and in addition to any other remedies it may have under Applicable Law or the Contract, cancel or terminate the Contract and any or all Orders thereunder immediately without notice. In addition, Buyer shall forfeit all rights to receive any payments from Seller with regard to transactions under the Contract, and any payments previously paid by Seller shall be immediately refunded to Seller by Buyer.

27. Language.

These Terms are written in English, and the English language version shall be the sole document used to interpret the rights, obligations, and liabilities of the parties. If any other language version is required by Buyer, it shall be requested from Seller, provided that the English version shall always take precedence in the event of any discrepancy.

28. Data Privacy.

Each party warrants and undertakes that its processes, services, and treatment of all personal data that it may receive, access, and/or process on behalf of the other party (and/or the other party's employees, customers, or suppliers) or otherwise in connection with the Contract (collectively, "personal information") comply with applicable laws regarding privacy or personal information and any national implementing laws, regulations, and secondary legislation (as amended and collectively, "privacy laws"). In particular, each party shall: (a) ensure that any personal information of the other party that it processes shall be processed only as needed, to the extent necessary to perform this Contract, and in accordance with the instructions of the other party; (b) retain the personal data only as long as is necessary for the purpose for which such personal data is processed; and (c) take all reasonable steps to ensure that the personal information is protected from misuse, interference, loss, and unauthorized access, modification, and disclosure. Each party shall notify the other party in writing within three (3) business days of any: (i) actual breach of this Section; (ii) complaint or request by any individual concerning personal information; or (iii) actual unauthorized access, disclosure, or loss of personal information. If Buyer fails to comply with this Section, the applicable data processing agreement, or any of the privacy laws, Seller may immediately terminate this Contract without further liability. Buyer agrees that it will not notify any individual or regulatory body of any actual or suspected unauthorized access, disclosure, or loss of Seller's personal information without Seller's prior written consent, unless such notification is required by Applicable Law. Where such notification is required by Applicable Law, Buyer shall, to the extent legally permitted, provide Seller with prior written notice of the required notification and reasonably cooperate with Seller regarding the timing, content, and manner of such notification. By submitting business contact and personal information about itself and/or its employees to the other party,

each party consents to the collection, processing, storage, use, and transfer of that information to/by the other party and its affiliates, subsidiaries, and authorized third-party contractors for the purpose of facilitating the business relationship, contact management, and transaction tracking ("data purpose"). Each party warrants that it will obtain all necessary consents from the relevant individuals under the privacy laws before submitting any personal information to the other party. If applicable, the parties agree to execute a data processing agreement in a form acceptable to Seller to ensure ongoing privacy protection. The absence of a signed data processing agreement means that neither party processes personal information on behalf of the other party.

29. Miscellaneous.

The Contract, the sale of Goods or provision of Services, and these Terms shall not create or give rise to any third-party rights. No third party shall have any right to enforce or rely on any provision of the Contract Documents that does or may confer any right or benefit, directly or indirectly, expressly or impliedly, on such third party. At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

30. Information Security.

Without limiting either party's obligations under the privacy laws, each party, and its representatives and agents, must protect confidential information from unauthorized access, destruction, loss, use, modification, and disclosure, irrespective of the accidental or unlawful nature of such event, through appropriate physical and electronic security procedures and safeguards, including implementing appropriate information and cyber security programs. Each party must act promptly to identify any harmful or malicious code and to implement appropriate mitigation and remediation efforts. Each party shall notify the other party of any suspected or actual data breach or security incident as soon as it becomes aware of it.