

**GENERAL TERMS AND CONDITIONS OF PURCHASE
FOR DELIVERIES AND SERVICES
APRIL 2021**

1. Applicability; Certain Definitions; Interpretation

1.1 Applicability. Except as set forth below, these General Terms and Conditions of Purchase for Deliveries and Services (these “GTCP”) shall apply to each purchase order (as further defined below, the “Purchase Order”) placed by the buyer, a United States subsidiary of voestalpine AG, stated on the face of the Purchase Order (the “Customer”) with the contractor or seller stated on the face of the Purchase Order (the “Contractor”) as an agreed part of the contract, regardless of whether these GTCP are attached to the face of the Purchase Order, posted on Customer’s website, or delivered separately, and shall be deemed to have been irrevocably accepted by the Contractor upon the earliest of the Contractor’s (A) acceptance of the Purchase Order as set forth in Section 2, (B) shipment or delivery of a Good (defined below) or performance of a Service (defined below), or (C) acceptance of any payment made by the Customer for a Good or Service.

1.2 Certain Definitions. As used herein, (A) the “Purchase Order” means the GTCP together with the details (the “Specific Details”) contained on the face of the Purchase Order; (B) “Goods,” “Prices,” “Services,” and all other words or phrases included in the Specific Details have the meanings set forth on the face of the Purchase Order, and “Goods” includes all materials, software, equipment, systems, and goods (i) described in the Purchase Order, (ii) used by the Contractor in connection with its performance of Services and intended for use by the Customer, or (iii) otherwise delivered to the Customer in connection with the Purchase Order; (C) “Affiliate” means a Person controlling, controlled by, or under common control with a party; (D) “Applicable Law” means all applicable federal, state, and local laws, codes, rules, regulations, and orders of any governmental authority; (E) “Business Day” means any day except Saturday, Sunday, and any federal or state holiday that banks generally are closed for business within the State (defined in Section 18.2.A); (F) “Customer’s Authorized Representative” means the Customer’s purchasing department stated on the face of the Purchase Order; (G) “Customer’s Policies” means all policies, procedures, and regulations of the Customer, including those (i) related to safety and security, (ii) set forth in Section 10 and Section 11, and (iii) specific to a the Customer’s Site, all of which are incorporated herein; (H) “Customer’s Site” means the location specified by the Customer for the delivery of Goods or performance of Services; (I) “Code” means the Internal Revenue Code of 1986; (J) “Due Date” means the delivery date set forth in the Specific Details for the Goods; (K) “Lien” means a mortgage, deed of trust, lien, pledge, security interest or encumbrance of any kind, whether or not filed, recorded, or otherwise perfected, and any interest of a supplier or lessor under any conditional sales agreement, capital lease, or other title retention agreement; (L) “Manufacturer” means a manufacturer or fabricator of Goods not manufactured or fabricated by the Contractor; (M) “Permits” means all federal, state, and local permits, licenses, and approvals; (N) “Person” means an individual or entity; (O) “Personnel” of a party means such party’s employees, contractors, subcontractors, vendors, agents, and invitees, and their respective employees, contractors, subcontractors, vendors, agents, and invitees, as applicable, excluding (in the case of Customer’s Personnel) the Contractor and Contractor’s Personnel and excluding in the case of the Contractor’s Personnel, the Customer and Customer’s Personnel; (P) “Schedule” means the schedule set forth in the Specific Details for the Contractor’s performance of the Services; and (Q) “Third Party” means any Person other than the Customer, the Contractor, or their Affiliates.

1.3 Interpretation. As used herein: (A) the singular includes the plural and vice versa; (B) reference to a document, Applicable Law, or Customer’s Policy means such document, Applicable Law, or Customer’s Policy as amended from time to time; (C) the term “or” is not exclusive; (D) “include” or “including” means including, without limitation; (E) headings are for reference only and do not constitute a part of these GTCP; (F) references to money refers to United States currency; (G) references to the Customer include its Affiliates, successors, and assigns; and (H) the terms “hereof,” “hereunder,” “herein,” “hereby,” and derivatives or similar words refer to the entire Purchase Order.

1.4 Conflicts. If a conflict exists among the terms and conditions of a specific agreement governing the purchase and sale of the Goods or provision of the Services (a “Specific Agreement”), the terms and conditions contained in the GTCP, the Specific Details, and the Customer’s Policies, the terms and conditions shall control in the following order of priority: (A) the Specific Agreement, (B) the Specific Details, (C) the GTCP, and (D) the Customer’s Policies. If a conflict exists between the GTCP attached to the face of the Purchase Order and the GTCP available on the Customer’s website as of the date of the Purchase Order, the GTCP available on the Customer’s website shall

control. If any additional or different terms or conditions are contained in any documentation provided by the Contractor, such as the Contractor prepared proposal, bid, quotation, acknowledgement, bill of lading, or receipt (“Contractor’s Proposed Terms”), the Purchase Order shall control regardless of when the Contractor’s Proposed Terms are received by the Customer unless the Customer agrees in writing to any of the Contractor’s Proposed Terms; otherwise, the Customer rejects the Contractor’s Proposed Terms.

2. Conclusion of contracts and ordering process

2.1 Ordering. The Customer’s Authorized Representative may issue a Purchase Order to the Contractor in writing (including via the Customer’s electronic data interchange (“EDI”), email or fax). In the case of a binding offer of the Contractor, the Purchase Order shall become effective upon the Customer’s issuance of the Purchase Order. In all other cases the Purchase Order shall become effective upon confirmation of the Purchase Order by the Contractor in compliance with the following provisions. The Contractor shall accept or reject the Purchase Order by means of an acknowledgment of order (in the form provided by the Customer) within five (5) business days after submission of the Purchase Order. The Customer may, by delivering notice to Contractor, withdraw the Purchase Order for any reason without penalty before it receives an unconditional acknowledgment of order or within such five (5) business day period. The Customer reserves the right to reject acknowledgments of orders which it receives after such five (5) business day period. If the Purchase Order is not expressly rejected by the Contractor within such five (5) business day period or if the Contractor starts the relevant work in any way, then the Purchase Order shall be deemed accepted by the Contractor.

2.2 Amendments and Modifications. The Purchase Order may be altered, amended, or revoked only by issuance of a new Purchase Order or written change order issued by the Customer’s Authorized Representative that specifies the Section of the GTCP to be altered or amended. Where modifications, amendments, additions, or extensions are ordered in a different way or by a different department of the Customer, the Contractor shall immediately notify the Customer’s Authorized Representative in writing and obtain a written confirmation from the Customer’s Authorized Representative; otherwise such modifications, amendments, additions, or extensions shall not be deemed enforceable against the Customer and all resulting costs and expenses shall be borne by the Contractor. The Contractor shall only process and perform the Purchase Order by Contractor Personnel that are sufficiently authorized to make legally binding statements on behalf of the Contractor. In the Contractor’s correspondence with the Customer, the Purchase Order number shall always be stated.

3. Scope of Deliveries and Services; Due Dates and Schedule; and Provision

3.1 Scope of Goods and Services. The Contractor shall provide and deliver the Goods (a “Delivery”) and shall perform the Services in accordance with the Due Date and for the Price. In addition to the obligations set forth in the Specific Details, the Contractor shall (A) reasonably collaborate with the Customer regarding the Deliveries and Services, (B) provide the material and Personnel necessary to provide the Deliveries and Services in accordance with the Purchase Order, (C) take any and all other measures that may be required for the performance of the Deliveries and Services without request and without delay, and (D) provide any additional Deliveries and Services that may be necessary at no additional cost for the Customer, even if they have not been explicitly stated in the Purchase Order.

3.2 Pre-performance Obligations. Prior to performance of the Deliveries and Services, Contractor shall, among other things, (A) carefully check the contents of the documents underlying the Purchase Order, including the technical specifications, for completeness, suitability, and absence of errors, and (B) immediately notify the Customer in writing of any matters that may affect the smooth processing of the Purchase Order, the proper and quick assembly of the Goods, the putting into operation or commissioning of the Goods, and the trouble-free, continuous industrial operation of the Goods. Prior to performing the Services, the Contractor shall (i) inspect the condition of, the ingress and egress to and from, and the Customer’s operations at the Customer’s Site and the impacts of the foregoing on the Contractor’s Delivery, assembly, installation, and commissioning of the Goods and performance of the Services, and (ii) determine whether functionality and performance capability of the Goods and Services for

the Customer's designated purpose under the given framework conditions are ensured.

3.3 Manuals and Updates. Concurrently with the performance of each Delivery and Service, Contractor shall deliver to Customer all installation, erection, operation, and maintenance manuals, material test reports, and material certificates (or other Contractor supplied information relating to the integrity of the Good or Service) available for the Good or Service not previously delivered to Customer. Contractor shall deliver all updates to the manuals promptly upon availability. Unless otherwise agreed, all such documentation shall be delivered in English. Any Affiliate of the Customer may have access to and use such documentation. The Contractor shall make available to the Customer all updates to Goods made by the Contractor or a Manufacturer, including software and design updates.

3.4 Periods and Dates of Delivery and Service. The time at which all obligations of the Contractor herein are satisfied in connection with the applicable Deliveries and Services shall be deemed the time of performance. The Schedule and all Due Dates (including all milestones set forth on the face of the Purchase Order) shall be binding and strictly observed by the Contractor. Unless otherwise agreed by each party in writing, any Due Date or Schedule that is determined by a period of time stated on the face of the Purchase Order shall be deemed to commence on the date the Purchase Order is issued by the Customer. If no Due Date is stated on the face of the Purchase Order, the Contractor shall commence the Deliveries and Services immediately and complete them without delay. If the Contractor may be delayed in the performance of its obligations under the Purchase Order, the Contractor shall immediately notify the Customer thereof in writing and state the reasons and the expected duration of the delay and any measures that may prevent or reduce such delay and shall implement all such measures.

3.5 Self-Performance. If the Customer reasonably believes that the Contractor will not achieve the Due Date, the Customer may, during normal office hours, carry out an audit of the Contractor's activities related to performance of the Deliveries and Services and may enter the relevant production sites and other premises of the Contractor for that purpose if and to the extent necessary and upon prior notice and to demand that the Contractor take necessary, appropriate measures to prevent and reduce any delays in the performance of the Deliveries and Services. The Contractor's failure to comply with a Due Date and failure to take the requested necessary and appropriate measures to reduce and prevent any further delay shall each individually constitute a material breach of the Purchase Order.

3.6 Provision of Deliveries/Services. The Contractor shall provide the Deliveries/Services with a special focus on the Customer's interests, including the technical requirements of production, the necessity of the Customer's undisturbed continuous industrial operations, efficiency, expediency and maintenance-friendliness so that the Customer will be able to use the relevant Goods and Services as economically as possible and continuously and that the recurring expenditure for repair, maintenance, and replacement will be within the contractually agreed scope and at least within the scope that can reasonably be expected according to the best industry practices.

3.7 Changes. The Contractor shall not implement any modifications or amendments to the Goods or Services (including modified technical designs or specifications) which are not requested by the Customer without the Customer's prior written approval and, unless agreed otherwise by the Customer pursuant to a change order, shall reimburse the Customer for any additional costs incurred by the Customer, in connection therewith (including any additional costs in the industrial operation of the Goods or in the regular repair, maintenance, and replacement of the Goods). The Contractor shall bear any and all additional costs, fees, expenses, taxes, levies, and tariffs that are attributable to a change in Applicable Law affecting the Goods or Services. The Customer may modify the Purchase Order by the issuance of a change order if the change order is made in advance of shipment of the Goods or completion of Services. If modifications contained in a change order can reasonably be expected to necessitate an adjustment to the Prices or Due Date, the parties shall endeavor to reach an equitable adjustment as soon as practicable so as not to adversely affect the Prices or Due Date.

3.8 Customer Delay. If the Contractor is delayed in satisfying the Due Date solely as a direct result of the actions or omissions of the Customer (a "Customer Delay"), then the applicable Due Date shall be extended for not more than the

period of the delay for which the Customer is demonstrably responsible. If the Contractor incurs any reasonable and documented additional out-of-pocket third party costs and expenses as a direct result of a Customer Delay and delivers notice to the Customer thereof without delay and not later than four weeks after the applicable Customer Delay ceases with supporting documentation of such costs and expenses reasonably satisfactory to the Customer, then Customer shall reimburse Contractor such costs and expenses on the condition that the Contractor otherwise satisfies its obligations under the applicable Purchase Order in accordance with the extended Due Date.

3.9 Damage to a Site. The Contractor shall not damage the Customer's Site or the material, machinery, equipment, or other property of the Customer or Third Parties located or used thereon. The Contractor shall repair or replace such damaged property, with like-kind property, at its sole cost and expense.

3.10 Suspension and Cancellation

(A) Suspension. The Contractor shall suspend performance of the Deliveries and Services temporarily (in whole or in part) for a total period of up to 12 months upon the Customer's written request. The first six months of any such suspension will be free of charge, and the Contractor shall not assert any claims or charges whatsoever on the Customer therefor. If the suspension of performance continues for a period longer than six months, then the Customer shall reimburse any reasonable and documented additional out-of-pocket third party costs and expenses as a direct result of the extension period after the initial six months (which, for the avoidance of doubt, shall not include any lost profit or actual loss suffered in the form of lost earnings), provided that the Contractor has delivered to the Customer supporting evidence of such costs within four weeks after the termination of the suspension. The Contractor shall keep the costs resulting from the suspension as low as possible and continue provision of the Deliveries/Services immediately after termination of the suspension.

(B) Cancellation. The Customer may cancel all or a portion of the Goods and Services at any time for any reason (a "Cancellation") by giving Contractor notice prior to the commencement of the performance of the Deliveries or Services, as applicable. If a Cancellation occurs, the Customer shall pay the Contractor reasonable and documented Cancellation charges consisting of (i) the direct costs for labor and Goods expended by the Contractor before the Cancellation minus (ii) the reasonable value of the cancelled Goods or the materials comprising the cancelled Goods that the Contractor can realize by selling or using the Goods or the materials. The title to Goods that the Contractor has purchased prior to the Cancellation that cannot be used or sold by the Contractor elsewhere and for which Customer has paid Cancellation charges shall be transferred to the Customer and the Customer shall pay the cost of shipping to Customer's Site or otherwise disposing of such Goods, which shipping or disposal shall occur within a commercially reasonable timeframe. Cancellation charges shall not include any consequential, incidental, or indirect charges or expenses. If the sum of the Customer's prior payments and deposits under the Purchase Order exceed the Cancellation charges and other amounts due under the Purchase Order, the Contractor shall promptly pay the difference to the Customer. The Contractor shall minimize Cancellation charges and shall provide an accurate accounting thereof, less any offsets, to the Customer at the time the Contractor makes a request for payment of Cancellation charges.

3.11 Intellectual Property. All materials or Goods created, written, or developed for the Customer in the performance of the Deliveries or Services (collectively, "Deliverables") shall be deemed "works-made-for-hire" within the meaning of the United States Copyright Act. The Contractor hereby assigns, agrees to assign, and upon creation of each Deliverable automatically assigns, to the Customer, all right, title, and interest in such Deliverable and in all applicable United States and international copyrights, including all renewals, extensions, and continuations thereto, and all other intellectual property rights therein. The Contractor shall own its (a) working papers, (b) preexisting materials, software and associated source code, and intellectual property, (c) general skills, (d) know-how, and (e) processes (collectively, "Contractor Materials"). The Contractor shall deliver to the Customer copies of, and grants to the Customer a perpetual, irrevocable, nonexclusive, worldwide, transferable, sublicensable, fully paid-up, royalty-free right and license to use, all Contractor Materials necessary for the use of the Deliverables and Goods (including to commission, operate, repair, maintain, update, or replace, in whole or in part, the Goods with the involvement of third parties). Any Affiliate of the Customer may have access to and use such Contractor Materials and the Deliverables. When exercising this

license, the Customer shall reasonably take into account the Contractor's legitimate interests regarding know-how protection. To the extent the Contractor incorporates into any Deliverables Third Party software or other works licensed by the Contractor from third parties, the Contractor shall cause the Customer to have a perpetual, irrevocable, nonexclusive, transferrable, worldwide, fully paid-up, royalty free right and license to use such Third Party software or other works. Any Affiliate of the Customer may have access to and use such Third Party software and other works.

3.12 Customer Right of Inspections and Tests. The Customer and its Personnel may inspect, test, and audit (A) the Goods and any quality assurance or other records related to the Goods during their design, manufacture, processing, construction, preparation, delivery, and completion, wherever such work is in progress at reasonable times upon reasonable advance notice and in a manner that does not unreasonably interfere with the Contractor's operations, and (B) all Services at any reasonable time and place, including the plant or yard of the Contractor or any of its Personnel, and the Contractor shall assist the Customer and its Personnel in carrying out such inspections, tests, and audits of the Goods and Services. While on the premises of the Contractor, its Personnel, or a Manufacturer, the Customer shall, and shall cause its Personnel to, comply with all site-specific rules and regulations. The Contractor shall give the Customer reasonable notice of readiness for inspection of each Good before such Good is boxed or crated for shipment. If the Contractor is not the Manufacturer of a Good, upon the Customer's advance request, the Contractor shall obtain for the Customer the right to place an inspector in the Manufacturer's facilities to inspect the Good and the manufacturing and assembly process for the Good prior to shipping. At the Customer's request, the Contractor shall supply test reports and material certificates. Unless otherwise stated in writing by the Customer, the Customer's performance of (or failure to perform) any inspection, test, or audit shall not be deemed (i) an assumption of risk, liability, or control over the Contractor or its Personnel, (ii) an acceptance or approval of the Services, or (iii) a waiver of (a) the Contractor's obligation to provide the Goods or perform Services or (b) the Customer's right to make a claim for Losses hereunder.

4. Packaging, Shipping, and Delivery

4.1 Packing and Shipping. Each Good shall ship assembled to the greatest degree possible. Unless otherwise specified in the Specific Details, the Contractor shall (i) pack, mark, label, document, and ship Goods to the Customer's Site in accordance with Applicable Law and additional special terms regarding packaging/shipping/documentation or delivery may be seen from the relevant Purchase Order, and in such a manner as may be required for the protection of Goods from damage or destruction of hazards during shipping and delivery using labels and tags containing adequate and accurate information with respect to use, safety, and treatment of Goods, and (ii) if the Contractor is responsible for shipment, ship Goods using ground transportation for domestic shipments and other appropriate transportation for international shipments. The Contractor shall, at its sole cost and expense, collect and dispose of any and all waste and special waste (including hazardous substances) arising during or by the Contractor's (A) delivery, unpacking, or unloading of the Goods at the Customer's Site or (B) performance of the Services at the Customer's Site, in accordance with the best industry practices. The Contractor shall monitor compliance with the foregoing provision by means of a suitable waste management system.

4.2 Delivery. Unless otherwise provided in the Purchase Order, the Contractor shall deliver the Goods (a) for international shipments, either DAP or CIF, as designated by Customer, the port designated by Customer, and (b) for domestic shipments, FOB Customer's Site, each of (a) and (b) according to the Incoterms® 2020 for the Price during normal business hours in accordance with the Due Dates. Within twenty-four (24) hours after shipment of any Good, the Contractor shall deliver to the Customer a shipment notification containing the date the Goods were shipped from the Contractor's facility, the name and type of transportation carrier, and the transportation tracking number. Additional shipping and delivery requirements may be set forth in the Specific Details. Every Delivery shall be accompanied by appropriate, customary shipping documents (including a bill of material, if applicable, and a commercial invoice) identifying the Goods, the quantity of Goods delivered, the actual recipient of the shipment at the Customer, and the Purchase Order number.

5. Passing of Risk and Transfer of Title

5.1 Risk of Loss and Title. The risk of loss of and damage to the Goods shall pass to Customer once the Goods are delivered and accepted at Customer's Site. Unless otherwise stated in the Specific Details, title to the Goods, Deliverables, and Services shall pass to the Customer upon the earlier of (A) the transfer of risk of loss, and (B) the Customer's payment of any portion of the Price (including by installment) with respect to the part of the Goods or Services concerned.

5.2 Security Interest. To the extent the Customer pays all or a portion of the Price for Goods prior to the Contractor's delivery of the Goods to the Customer, (A) the Contractor grants to the Customer a security interest in the Goods, and the Contractor authorizes the Customer to file, and shall provide the Customer reasonable assistance in the filing of, Uniform Commercial Code financing statements, continuation statements and such other documents as the Customer deems desirable or necessary to perfect, maintain, and protect the security interest granted herein, and (B) the Contractor shall take all legally permitted measures to put Third Parties on notice of Customer's interests (including labelling the Goods as the Customer's property or storing such Goods separately from other goods). If the Customer's interest in the Goods are compromised nevertheless, the Contractor shall immediately notify the Customer of those circumstances in writing and hold harmless and indemnify the Customer. The Contractor represents that his Deliveries/Services are free of any reservations of title and/or restrictions on use whatsoever.

6. Prices, Terms of Payment, Invoicing, and Setoff

6.1 Prices. The Purchase Order is issued as a not to exceed amount and the invoiced costs for the Services and Goods associated with the Purchase Order shall not exceed in the aggregate the stated Prices included in the Purchase Order under any circumstance or legal theory without prior authorization and acceptance from the Customer's Authorized Representative. Except to the extent of the Customer's failure to make payments hereunder when due, the Contractor shall not assume or create, and shall not permit any of the Contractor Personnel to create, a Lien on any of the Customer's property, the Goods, or the Customer's Site. The Prices specified on the face of the Purchase Order are the total Prices of the Goods and Services to the Customer without adjustment for any prompt payment or other discount offered by the Contractor (unless otherwise stated in the Specific Details), and the Customer shall not be responsible to the Contractor for any other charges, fees, or expenses, including all taxes, tariffs, fees, customs clearance, duties (except value added tax) and costs of packaging, shipping, transportation, documentation, licenses, CE marking, technical inspections, appropriate coating and corrosion protection, labelling, signage, assembly, testing, commissioning, and acceptance. The Prices shall remain in effect for (A) the performance of all Deliveries and Services under such Purchase Order, (B) any follow-up purchase orders, (C) supplements, amendments, and change orders to the Purchase Order, and (D) purchase orders for spare parts, wearing parts, and change parts for the Goods or Services, regardless of changes in Applicable Law, currency rates, revenue laws, treasury regulations or tariffs, increases in the appraisal of the value of the Goods or Services by the customs authorities of any country, or other variables unless otherwise provided in the Purchase Order or agreed upon by the parties in a change order to the Purchase Order. Any prices for cost-plus work/day work that may have been agreed shall also be fixed and shall be charged as incurred upon the Customer's prior order. Unless otherwise agreed in writing, any quotations submitted by the Contractor shall be at the Contractor's sole cost and expense and binding on the Contractor.

6.2 Invoices. The Contractor shall submit invoices to the Customer by electronic mail or by United States Postal Service ("USPS") as specified in the Specific Details. The Contractor's invoices shall (A) contain the Purchase Order number, (B) reference the Purchase Order line number, (C) have invoice line items that match the Purchase Order line items, (D) be due ninety (90) days after Delivery and performance of the Services, and (E) include a copy of the advance shipping notice and delivery note, if applicable. The Customer is entitled to reject invoices that do not meet the foregoing requirements. If the Customer disputes amounts set forth in an invoice, the Customer may withhold and offset payment of the disputed amount, and the parties shall promptly use commercially reasonable efforts to resolve the dispute.

6.3 Payment Terms. Unless otherwise stated in the Specific Details, the Customer shall not be obligated to pay any amount set forth in an invoice

delivered more than 90 days after the date on which the Services or Goods referenced in the invoice were performed or delivered, as applicable. If a dispute occurs concerning an invoice, the deadline for payment of an invoice and receipt of an early payment discount set forth in this Subsection shall be determined using the date of delivery of the correct invoice and not the date of delivery of the incorrect invoice. The Customer's payment of an invoice does not constitute acceptance of Goods or Services. After the Contractor satisfies its obligations hereunder for the Purchase Order and delivers to the Customer a proper invoice, the Customer shall make payment within 90 days after invoicing unless otherwise stated in the Specific Details. If the Customer pays an invoice within 45 days after receipt of the invoice, the Contractor shall provide a discount equal to two percent of the amount of the invoice. If late payment occurs due to the Customer's fault, the Customer shall pay to the Contractor late payment interest of four percent per annum. The Contractor shall not offset any of its own claims against counterclaims out of the same transaction or other transactions, unless such counterclaims have been ascertained by court in a non-appealable manner or expressly acknowledged by the Customer.

7. Collateral and Insurance

7.1 Retainage. If the Specific Details includes a retainage, the retainage amount shall be deducted from the final invoice total and shall be held by the Customer as security for the performance of the Contractor's obligations hereunder. The Customer may use the retainage, among other uses, to cure a Contractor event of default, for damages owed by Contractor hereunder, for payment of unpaid subcontractors of the Contractor and payments made to remove Liens filed by subcontractors of the Contractor, and to satisfy any and all other amounts payable to the Customer hereunder. Any interest on the retainage shall accrue for the account of the Customer and not the Contractor. The retainage amount will be retained for the duration of the Warranty Period or guarantee period (and at least for a period of two years from unconditional taking of delivery or unconditional acceptance) plus 45 calendar days (the "Retainage Period").

7.2 Letter of Credit. The retainage may be replaced by the Contractor, at the Contractor's sole cost and expense, with an irrevocable letter of credit, in form and substance acceptable to the Customer, issued by a United States financial institution acceptable to the Customer and maintained until the end of the Retainage Period. If any retainage is in the form of a letter of credit, then the Contractor shall provide, or cause to be provided, a replacement letter of credit from a Qualified Issuer, in the amount required in the Specific Details within five business days after notice from the Customer or the issuer to the Contractor requesting such replacement after the occurrence of any one of the following events: (i) the issuer of the letter of credit has provided a notice to the Contractor or the Customer that it does not intend to extend the letter of credit beyond the expiration of such letter of credit; (ii) the failure of the issuer of the letter of credit to immediately honor the Customer's properly documented request to draw on such letter of credit; or (iii) the issuer of the letter of credit becomes bankrupt or insolvent. If the replacement letter of credit is not delivered in accordance with this Section 7, the Customer shall have the right to demand payment of the retainage in cash from the Contractor, and the Customer shall retain such amount in order to secure the Contractor's obligations under the Purchase Order; *provided* that, if and to the extent such retained amount exceeds payment and performance in full of all of the Contractor's obligations under the Purchase Order, the Customer shall refund the excess to the Contractor promptly after all such obligations of the Contractor under the Purchase Order shall have been paid or performed in full.

7.3 Insurance. The Contractor shall, at its own expense, maintain and carry the Required Insurance (defined below) in full force and effect with insurance carriers acceptable to Customer until the later expiration of (a) the Warranty Period, (b) the Retainage Period, if any, and (c) the indemnity period of the Purchase Order: (i) commercial general liability insurance (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) to the extent any work related to this Purchase Order is performed in the U.S., workers' compensation insurance in compliance with Applicable Laws; (c) to the extent any work related to the Purchase Order is performed in the U.S., automobile (motor vehicle) liability insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000 per occurrence; and (d) umbrella or excess liability insurance with limits of not less than \$5,000,000 (collectively, the "Required Insurance").

Contractor shall furnish to Customer either a certificate of insurance evidencing the Required Insurance or certified copies of all insurance policies within 10 days of Customer's written request. The certificate of insurance and the insurance policies effectuating the Required Insurance will provide that Customer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Contractor's furnishing of certificates of insurance or purchase of insurance shall not release Contractor of its obligations or liabilities under the Purchase Order. The Required Insurance shall be: (i) endorsed to name the Customer, its Affiliates, and their respective officers, directors, shareholders, members, partners, and employees, and the successors and assigns of all of the foregoing (the "Additional Insured Persons") as additional insureds or provide blanket additional insured status that covers the Additional Insured Persons as additional insureds; (ii) the primary coverage without any right of contribution from any other insurance held by any Additional Insured Person, in each case, to the extent of the indemnification obligations assumed by the Contractor hereunder; and (iii) so written or endorsed to include waivers of all subrogation rights of the insurers against the Additional Insured Persons. The workers' compensation insurance shall include an Alternate Employer endorsement.

8. Delay in Delivery, Warranty

8.1 Delay in delivery. The Contractor acknowledges that time is of the essence. Except as set forth in the Specific Details, the Customer will not be required to pay for any Goods delivered on the Due Date in excess of the quantities specified in the Specific Details for the Due Date or to accept Goods that are delivered in advance of the Due Date. The Customer may change the rate of scheduled shipments of the Goods or direct temporary suspension of scheduled shipments of the Goods, neither of which shall entitle the Contractor to a modification of the Price. If the Contractor fails to achieve the Due Date for any reason, other than the Customer's failure or a Force Majeure and Customer requires an expedited method of transportation of the Goods, the Contractor shall ship the Goods as expeditiously as possible at the Contractor's sole expense or the Customer will have the right to arrange for the expedited shipment of the Goods, and the Contractor will pay or reimburse the Customer for the entire cost of the expedited shipping. Notwithstanding the foregoing, if the Contractor fails to comply with any Due Date or Schedule, the Customer may, in its sole discretion, (a) require that the Contractor promptly reimburse the Customer for any costs or expenses the Customer incurs as a result of such failure, and (b) terminate the Purchase Order in whole or in part. If the Customer terminates the Purchase Order in whole or in part, the Contractor may, in its sole discretion, require that the Contractor (i) refund (A) the Prices paid by the Customer for any Deliveries and Services not performed by the Contractor prior to such termination, and (B) the difference between the Prices and the prices paid by the Customer for the replacement goods and services (if the prices are higher than the Price), and (ii) provide, at no additional charge to the Customer, any materials, information, and parts of documentation (including workshop drawings, calculations, and licenses) that are absolutely necessary for substitute or self-performance.

8.2 Contractually Modified Warranty

(A) Warranties on Goods. In addition to any warranties contained in the Specific Details, the Contractor warrants to the Customer that: (i) until the expiration of the applicable Warranty Period, (a) Goods shall (1) conform to the Customer's specifications and metrics, or if none are given, to samples thereof, (2) be free of defects in material and workmanship and without variation and of even kind, quality, and quantity within each unit and among all units, (3) be fit for the purpose for which such Goods are ordinarily used, and (4) contain zero percent asbestos; (b) none of the software included in the Goods shall (1) introduce or include any Trojan horse, virus, worm, trap, spyware, back door, disabling or destructive code, time, clock, counter, or other limiting design or routine that causes the software or any other part of the Goods to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was intended, or (2) contain code or materials subject to non-negotiable licenses, including "open source" or "freeware" software, or other materials requiring that software combined or distributed with such materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) re-distributable at no charge or subject to material limitations or conditions; and (c) Material Safety Data Sheets provided by the Contractor hereunder shall be complete and accurate; (ii) Goods do not infringe upon or violate the intellectual property rights of a Third Party; (iii) the Contractor owns

rights in all Goods prior to delivery thereof, and good and merchantable title to each Good shall be transferred to the Customer upon acceptance of Goods; and (iv) Goods shall be free and clear of Liens. The foregoing warranties shall survive any inspection, delivery, acceptance, or payment by the Customer, but shall not apply to consumable items attached to or used in conjunction with Goods.

(B) *Warranty Periods.* Except for latent defects and defects in title, the warranty period shall (i) commence on the date of delivery of the Good and end on the date set forth in the Specific Details, or (ii) if no date is set forth therein, (a) for all movable Goods the later of (1) 24 months after the Good is placed in service or (2) 36 months after delivery of the Good to the Customer, and (b) for all immovable Goods, 36 months after the Goods are delivered and placed in services, if applicable (each foregoing warranty period, the applicable “Warranty Period”); provided, however, that the Warranty Period for Defective Goods shall start to run anew after the successful correction of the Defective Good has been performed. For latent defects and defects in title, the applicable Warranty Period shall start to run not earlier than from the time they are noticed. Notwithstanding the foregoing, the Warranty Period shall in any case end 48 months after the commencement of the original Warranty Period for such Good; provided that the applicable Warranty Period shall be interrupted by downtime during which the entire Good cannot be used as a result of the Good being a Defective Good.

(C) *Defective Goods.* The Contractor shall promptly repair, modify, or replace, at the Contractor’s election, Goods that do not fully comply with the warranties set forth in Section 8.2(A) (“Defective Goods”) at no cost to the Customer, except that if the Contractor cannot repair, modify, or replace the Defective Goods such that the Defective Goods comply with the warranties within a reasonable time after the Customer’s or the Contractor’s discovery of noncompliance, the Contractor (i) shall refund all payments made by the Customer for the Defective Goods, (ii) arrange and pay for the removal of the Defective Goods or pay the Customer the reasonable costs incurred by the Customer to remove the Defective Goods, including shipping costs, and (ii) pay the Customer (a) the difference between the Prices paid for the Defective Goods and the prices paid by the Customer for replacement goods (if the prices for replacement goods are higher than the Prices paid for the Defective Goods), and (b) the reasonable costs incurred by the Customer to install the replacement goods. The burden to prove the non-existence of a Defective Good shall be borne by the Contractor. The Customer shall have no duty to inspect or reject the Goods or Services at the time of Delivery or acceptance. The Contractor shall comply with this Section 8.2(C) in a manner that safeguards the business operations of the Customer, including with respect to the requirements of production and the undisturbed continuous industrial operation.

(D) *Manufacturer Warranties.* If the Contractor is not the Manufacturer of a Good, the Contractor (i) shall secure the warranties and remedies set forth in Section 8.2(A), (B), and (c) from the Manufacturer, (ii) assign the warranties and remedies to the Customer effective upon delivery of the Good, and (iii) upon the Customer’s request, shall serve as the Customer’s agent for purposes of administering the warranties and remedies provided by the Manufacturer and otherwise assist the Customer in obtaining warranty service from the Manufacturer.

(E) *Exclusive Warranties.* Except for the foregoing warranties and any warranties contained in the specific details, no other warranties written or oral, statutory, express or implied, shall apply to goods.

8.3 Performance Standards. The Contractor shall perform Services (A) in compliance with all Permits held by the Contractor or the Customer in connection with the Contractor’s performance of the Services, (B) in a professional manner with the standard of care, skill, and diligence normally provided by a professional Person in the performance of services similar to the Services, (C) in full compliance with all final written descriptions, specifications, drawings, metrics, and representations agreed upon by the Customer or otherwise provided by the Customer, including those stated in the Specific Details, (D) using qualified, competent, experienced, and, if applicable, licensed Personnel, (E) in a manner that does not infringe upon or violate the intellectual property rights of a Third Party, and (F) in accordance with the Schedule or Due Date, as applicable. The Contractor shall (i) obtain all Permits necessary or desirable for the performance of Services prior to the commencement of the applicable Services, and (ii) maintain the Permits in full force and effect until completion of the applicable

Services. The Contractor shall cause all Deliverables and all engineering and consultancy Services to be accurate and complete.

9. Damages and Product Liability; Indemnification

9.1 Indemnification and Procedure. Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party, its Affiliates, its and their respective officers, directors, shareholders, members, partners, and employees, and the successors and assigns of all of the foregoing (as applicable, such party’s “Group”) from and against losses, costs, expenses, liabilities, damages, fines, and penalties, including court costs, reasonable attorneys’ and professionals’ fees and expenses, and other litigation or settlement expenses (“Losses”) sustained or incurred by a member of such Group, including as a result of a claim, demand, or action made by a Third Party or an employee of the Indemnifying Party (a “Third Party Claim”), to the extent the Losses arise out of (A) bodily injury or property damages directly or indirectly caused by the Indemnifying Party’s Group or Personnel, (B) a negligent or wrongful act or omission of, or a breach of the representations, warranties, or covenants of the Purchase Order by, the Indemnifying Party’s Group or Personnel, or (C) in the case of the Contractor as Indemnifying Party, infringement of the intellectual property rights of a Third Party by a Service or Good or otherwise directly or indirectly caused by the Contractor’s Group or Personnel. If a Third Party Claim is made against a member of a Group (as applicable, the “Indemnified Party”) that could reasonably be expected to result in a Loss that is subject to the indemnification obligations of this Section 9.1, or if the Indemnified Party discovers any inquiry or investigation that it believes may involve or expect to lead to a Third Party Claim that could reasonably be expected to result in such a Loss, the Indemnified Party shall promptly notify the Indemnifying Party, and the Indemnifying Party and Indemnified Party shall cooperate to defend or settle such Third Party Claim.

9.2 Manufacturers’ Indemnities. The Contractor hereby assigns to the Customer all of the Contractor’s right, title, and interest in each applicable indemnification commitment owed to the Contractor by any Manufacturer of Goods for the applicable term, including any Manufacturer’s indemnification obligations in the event of patent, copyright, trade secret, or other intellectual property right infringements or violations. The Contractor shall cooperate with the Customer to obtain the consent of each Manufacturer to the assignment of the Manufacturer’s indemnification obligations to the Customer. The Contractor shall execute and deliver such further instruments and take such further acts as may be reasonably requested to enable the Customer to exercise and enforce in the Contractor’s name all of such rights.

9.3 Interpretation of Indemnity Provisions. If the indemnities provided in this Section 9 are contrary to the Applicable Law governing the Purchase Order, then the indemnity obligations hereunder shall be construed to apply to the fullest extent allowed by Applicable Law. The obligations of this Section 9 shall apply regardless of the amount of insurance coverage held by the Contractor, including coverage under a workers’ compensation act, disability act, or other employee benefit act, or any other Applicable Law that would limit the amount or type of damages, compensation, or benefits payable by or for the Contractor, and shall be both independent of and not limited by or to any insurance carried or provided by the Contractor.

9.4 Additional Procedure for Infringement. If a Third Party Claim has been made that a Service or Good has infringed any trademarks, patents, copyrights, trade secrets, trade names, or other Third Party rights, or if, in either party’s judgment, any Good or Service is likely to be infringing (in each case, an “Infringing Item”), the Contractor may, at its option (A) procure for the Customer the right to continue using the Infringing Item, or (B) replace or modify the Infringing Item to make its use non-infringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that the Contractor finds commercially reasonable, then the Contractor shall terminate the Purchase Order, the Contractor shall pick up the Infringing Item from the Customer (if the Infringing Item is a Good), and the Contractor shall refund to the Customer the Prices paid for the Infringing Item. The Contractor shall not be required to indemnify the Customer to the extent a Third Party Claim of infringement arises from (i) the combination of an Infringing Item by the Customer with products or services not provided by the Contractor, or (ii) modification of an Infringing Item by any Person engaged by the Customer or under the Customer’s control, other than the Contractor or an agent of the Contractor. The Contractor’s obligations under this Section 9.4 are in addition

to, and not in lieu of, its obligations under the previous Subsections with respect to Losses resulting from a Third Party Claim of infringement.

9.5

10. Compliance and Code of Conduct

The Contractor shall, and shall cause its Personnel to, perform Services and provide Goods in accordance with all Applicable Laws and the Customer's Policies, including the principles and guidelines for sustainable, ethical, moral, and legally unobjectionable business conduct defined in the "Code of Conduct of voestalpine AG" and the related "Code of Conduct for voestalpine Business Partners" available at <http://www.voestalpine.com/group/en/group/compliance> and the Customer and its Personnel may audit compliance with the foregoing upon prior notice, including on the Contractor's premises.

11. Quality and Environmental Management; REACH; RoHS; and Conflict Minerals

The Contractor shall, and shall cause its Personnel to, perform Services and provide Goods in accordance with (A) the quality principles and environmental management principles of the relevant standards of International Organization for Standardization ("ISO") 9001, ISO TS 16949 (relevant to automobile-relevant subcontractors), ISO 14001, and other ISO standards, as applicable to the Goods and Services, and (B) the relevant regulations of the Customer's quality, safety, and environmental policies. The Contractor shall also take into account the criteria of energy efficiency and greenhouse gas efficiency with respect to energy-related Goods. At the Customer's request, the Contractor shall provide to the Customer additional data, including information on consumption, the product life cycle (Life Cycle Assessment LCA) and relevant classifications according to efficiency classes.

12. Confidentiality, Marketing, and Data Protection

12.1 Marketing and Data Protection. The Contractor agrees and acknowledges that the Customer may process personal data of the Contractor for the purposes of soliciting and handling contractual relationships and maintaining business relationships and transmit the same to all group entities of voestalpine AG in the world (an overview of all voestalpine entities is available at: <http://www.voestalpine.com/group/en/group/locations>) and Third Parties involved in performance of the Purchase Order to the extent necessary to achieve the purpose of the Purchase Order and that recipients of such data may be located in countries with a lower level of data protection. This consent may be revoked at any time, in particular by a written request to the Customer.

12.2 Confidentiality. The Contractor shall keep confidential and not disclose to any Person any (A) non-public documents and information designated by the Customer as "proprietary" or "confidential" or that the Contractor knows or has reason to know the Customer treats as confidential, (B) business and investment opportunities disclosed by the Customer, (C) proprietary information of the Customer disclosed in oral or other media form that is identified in writing as confidential within 30 days following the disclosure, (D) business plans and methods, customer information, engineering, operating, and technical data of the Customer, (E) all data, in any form, that was recaptured, stored, processed, or transmitted by the Contractor on the Customer's behalf ("Confidential Information"). The Contractor shall be prohibited from handling data of the Customer that is not absolutely necessary to fulfil its obligations hereunder.

12.3 Disclosure to Advisors; Contractors. The Contractor may disclose Confidential Information to its Third Party professional advisors (including auditors, consultants, accountants, attorneys, and financial advisors), contractors, prospective contractors, and subcontractors that are acting solely for the Customer's benefit and that have a need to know such information in order to provide, or make a proposal to provide, advice or services to the Customer, provided that such advisors, contractors, prospective contractors, and subcontractors agree to not disclose the Confidential Information to any Third Party without the Customer's prior written consent.

12.4 Disclosure Compelled by Applicable Law. If the Contractor is compelled to produce Confidential Information of the Customer by Applicable Law, the Contractor shall give the Customer prompt notice of such legal process and shall reasonably cooperate with the Customer in seeking a protective order or other appropriate protection. If a protective order or other appropriate protection is not obtained, or if the Customer waives its right to seek a protective order or other appropriate protection, the Contractor shall (A) furnish only that portion of the Confidential Information that, upon the advice of legal counsel, it is legally required to disclose, and (B) exercise reasonable efforts to obtain assurance that confidential treatment shall be afforded such Confidential Information.

12.5 No Publication. The Contractor shall not use the Customer's name or the fact that the Contractor is selling Goods to, or performing Services for, the Customer in any press releases, media statements, or public communications or otherwise publicize the Purchase Order without prior consent of an executive office of the Customer. The Contractor shall not use the Customer's name, logos, copyrights, trademarks, service marks, trade names, or trade secrets in any way without the Customer's prior consent, and the Customer shall not be deemed to have granted the Contractor a license of, or granted the Contractor any rights in, any of the foregoing by entering into the Purchase Order.

12.6 Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, if the Contractor is an individual, the Contractor acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if the Contractor files a lawsuit for retaliation by the Customer for reporting a suspected violation of law, the Contractor may disclose the trade secret to the Contractor's attorney and may use the trade secret information in the court proceeding, if the Contractor (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

13. Spare Parts, Wearing Parts and Change Parts

To the extent that the Goods are used in continuous industrial operation, the Contractor shall promptly after Delivery submit a proposal from the Manufacturer of spare parts and wearing parts to the Customer to make available an adequate supply of spare parts and wearing parts (including system-critical components) for the duration of the applicable Warranty Period, and such proposal shall include delivery periods therefor and the Manufacturer specifications (including the exact name and address of the Manufacturer, the type and name of the part, standards, specifications of material, measurements, layout drawings, and detailed drawings) in a format that can be edited electronically so that the Customer will be able to order the relevant spare parts and wearing parts directly from the Manufacturer. In addition, spare parts and wearing parts shall in any case be offered by the Contractor at market and competitive prices.

14. Safety Guidelines and Foreign Labor

14.1 Trainings. The Contractor shall, and shall cause its Personnel to, (A) attend safety trainings of the Customer on risks related to health, the environment, operations and construction sites, and on the safety and visitor regulations applicable on the Customer's Site, and (B) comply with such trainings.

14.2 Safety. Prior to performing the Services, the Contractor shall inspect the condition of and the ingress and egress to and from the Customer's Site. For that purpose, the Customer shall grant the Contractor reasonable access to the relevant Customer Site during normal office hours upon the Contractor's reasonable prior request. When on Customer's Site or performing the Deliveries or Services, the Contractor shall, and shall cause its Personnel to, fully comply with all prudent industry practices, Applicable Laws, Customer's Policies, and Customer's Site-specific rules and requirements. The Contractor shall be solely responsible for the work safety and industrial hygiene of its Personnel. The Contractor voluntarily accepts all hazards and risks that may be presented in the performance of the Deliveries and Services at Customer's Site, and the Customer assumes no affirmative duties with respect to the safety of the Contractor's Personnel. If an

accident involving the Contractor's Personnel occurs on the Customer's Site, the Contractor shall notify the Customer immediately. If the Contractor's Personnel use the Customer's first aid services, the Contractor assumes all risks with respect thereto on its own behalf and on behalf of the Contractor's Personnel. The Contractor shall promptly furnish the Customer full written reports of any accidents involving person or property associated with the Services or Deliveries.

14.3 Hazardous Substances. At least 20 business days before Services are performed on the Customer's Site requiring the use of hazardous chemicals or substances, the Contractor shall deliver to the Customer a proposal setting forth (A) a copy of the Contractor's hazard communication program, (B) a list of all hazardous chemicals and other substances the Contractor proposes to bring onto the Customer's Site and the quantities of each, and (C) safety data sheets for each chemical and substance on the list. The Customer shall notify the Contractor of any objections to the proposal within 15 business days after receipt thereof. If the Customer fails to timely object, the proposal shall be deemed approved, and the Contractor may bring the listed hazardous chemicals and substances onto the Customer's Site in accordance with the proposal. As soon as practicable after the Contractor's completion of Services on the Customer's Site, the Contractor shall dispose of all hazardous chemicals and substances used during the performance of Services in accordance with all Applicable Laws and the Customer's Policies.

15. Defaults/Customer's Rights to Rescind/Dissolve the Contract

The Contractor shall be in default under the Purchase Order if the Contractor breaches any Specific Detail or term or condition of the Purchase Order and, if such breach is capable of being cured, does not cure such breach (A) immediately, or (B) within 15 days after the Customer gives the Contractor notice of such breach, except that no cure period or notice from the Customer shall be required if (i) the default involves (a) breach of an Applicable Section (as defined below), (b) a violation of Applicable Law, or (c) a failure to comply with the Due Dates or Schedule, (ii) the Contractor becomes bankrupt or insolvent, or (iii) the Contractor commits the same or similar breach more than one time during any six-month period. Upon a default under the Purchase Order, the Customer shall be entitled to (w) suspend some or all of its performance under the Purchase Order, (x) cancel the affected Goods or Services without paying Cancellation charges, (y) terminate the Purchase Order and have no further obligation under the Purchase Order to the Contractor, and (z) declare all or part of the Contractor's obligations to the Customer under the Purchase Order immediately due. The Customer may set off against all amounts the Customer owes the Contractor all amounts the Contractor owes the Customer.

16. Force Majeure

To the extent, a party is rendered wholly or partly unable to perform, or is delayed in the performance of, its obligations under the Purchase Order due to an event that (A) is beyond its reasonable control, (B) is not the result of negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party, and (C) could not reasonably be anticipated as of the date of the Purchase Order, including acts of God (including fire, flood, earthquake, storm, lightning strike, tornado, volcanic eruption, hurricane, or other natural disaster), nationwide strikes, lockouts, war, riots, acts of public enemy or terrorist, or failure to obtain Permits (a "Force Majeure"), such failure to perform or delay in performance shall not constitute a breach of the Purchase Order, so long as the affected party (i) notifies the other party as soon as practicable, but no later than five days following the commencement of the Force Majeure, (ii) takes reasonable steps to avoid or remove the Force Majeure, and (iii) resumes performance when and to the extent the Force Majeure is removed. Unless a Force Majeure substantially frustrates the performance of a party's obligations under the Purchase Order, the Force Majeure shall not operate to excuse, but shall only delay performance, and the obligations of such party shall be extended in an amount of time equal to the time of such delay. If a Force Majeure occurs on the part of the Contractor causing a delay in the Contractor's delivery of Goods or performance of Services of more than four weeks beyond the Due Date for such Goods or the date for performance of such Services set forth in the Schedule, or if such delay significantly impairs the Customer's or the Contractor's ability to meet its obligations under the Purchase Order or the Customer's obligations to a Third Party or otherwise interferes with the Customer's business activities, the Customer may invoke a Cancellation as to Goods or Services so affected, in which case the Customer shall not owe Cancellation charges.

17. Miscellaneous

17.1 Severability. If any provision of the Purchase Order shall be held void or unenforceable, the remaining provisions shall remain in full force and effect and the affected provision shall automatically be replaced by a valid, effective, lawful, and enforceable provision which comes as close as possible in a legally admissible form to the business purpose of the affected provision.

17.2 Anti-Corruption Laws. The Contractor shall comply with all Laws related to anti-bribery and anti-corruption (the "Anti-Corruption Laws"). The Contractor shall (A) create and maintain its own policies and procedures to ensure compliance with the Anti-Corruption Laws, (B) enforce such policies and procedures as appropriate, (C) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Contractor related to, or that could reasonably impact the performance of, the Purchase Order, (D) immediately notify the Customer if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor, (E) promptly, upon the Customer's request, certify to the Customer in writing signed by an authorized officer of the Contractor compliance with the Anti-Corruption Laws and the requirements of clauses (A) through (D) of this Section 17.2 (such laws, policies, and requirements, the "Anti-Corruption Terms") and provide to the Customer such supporting evidence thereof as the Customer may reasonably request, and (F) ensure that all Personnel of the Contractor do so on the basis of a written agreement that imposes on, and secures from, such Personnel terms equivalent to those imposed by the Anti-Corruption Terms. The Contractor shall be responsible for the observance and performance by such Personnel of the Anti-Corruption Terms. For the avoidance of doubt, nothing in this Section 17.2 shall prohibit customary supplier discounts to private parties.

17.3 Export Laws and Sanctions. The Contractor shall comply with all Applicable Laws related to the import and export of the Goods and shall not violate, or cause the Customer to violate, any sanctions imposed by the United Nations, the European Union, the United States of America, or any governmental authority having jurisdiction over the Contractor, the Goods, the Customer, or the transactions contemplated hereunder. The Contractor shall immediately notify the Customer if the Contractor is or becomes listed in any United Nations, European Union, or United States sanctioned- or denied-entities list or if the Contractor's export privileges under United States or other country law are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

17.4 Records. The Contractor shall, and shall require its subcontractors to, maintain true, correct, and complete books and records relating to the Goods and Services and the amounts billed to the Customer, whether maintained in electronic or printed media, including any data collected by the Contractor and its subcontractors pertaining to the Goods and Services under the Purchase Order and invoices and records sufficient to verify any sales, use, excise, value added, or other transactional taxes associated with the Goods or Services (collectively, "Records") in accordance with generally accepted accounting principles and the Customer's Policies for at least seven years after the Contractor receives the final payment under the Purchase Order. Any representative authorized by the Customer may audit any and all Records of the Contractor and its subcontractors at any time or times during the term of the Purchase Order and during the seven-year period after the Contractor receives the final payment under the Purchase Order.

17.5 Independent Contractor. Nothing contained herein shall be construed as creating a joint venture or partnership between the parties. The Contractor and the Contractor's Personnel shall be deemed independent contractors for all purposes, and not employees, agents, or representatives of the Customer, the Customer being interested only in Goods delivered and the results of the Services performed. The Customer shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless agreed to in writing by the Customer. The Contractor shall not hold the Contractor out as an employee or agent of the Customer and shall not enter into any contract that purports to bind the Customer without prior consent of the Customer's supply chain Personnel, and any such contract shall be void. The Contractor shall report as income for federal and state income tax purposes all amounts received by the Contractor under the Purchase Order and shall not be entitled to any employment benefits of any kind provided by the Customer to its employees.

17.6 **No Assignment.** The Contractor shall not assign, delegate, or subcontract all or any portion of the Purchase Order, including assignments of any interests in revenues or fees paid by the Customer under the Purchase Order, without the prior consent of the Customer's Authorized Representative. Any attempted assignment, delegation, or subcontracting without the Customer's Authorized Representative's prior consent shall be void. If an assignment or subcontract is consented to by the Customer, the Contractor shall ensure that such assignee or subcontractor shall comply with the Purchase Order, and the Contractor shall be liable for any Losses arising out of such assignee's or subcontractor's non-compliance or omission.

17.7 **Limitation of Liability.** Neither party shall be liable to the other for special, indirect, consequential, nor punitive damages, except to the extent that any such damages arise from a party's (a) indemnification obligations hereunder in connection with third party claims, (b) breach of its confidentiality obligations hereunder, (c) gross negligence or willful misconduct, or (d) in the case of the contractor as liable party, intellectual property infringement by the goods or services.

17.8 **Injunctive Relief.** Nothing in [Section 18.2](#), shall prevent Customer from seeking interim or permanent injunctive relief against Contractor in the courts of the State having jurisdiction. If the Contractor violates, or threatens to violate, [Section 12](#) or [Section 17.5](#) (each, an "Applicable Section"), the Customer shall be entitled to immediate and permanent injunctive relief in addition to all other rights and remedies it may have at law or in equity, it being agreed that the damages that the Customer would sustain upon such violation are difficult or impossible to ascertain in advance. If the Customer is required to take legal action to enforce the covenants contained in an Applicable Section, or to enjoin the Contractor from violating an Applicable Section, (A) the Customer shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action, and (B) posting of a bond or cash shall not be required as a pre-condition to the issuance of the relief sought.

17.9 **Attorneys' Fees.** Except as otherwise provided herein, if a party shall commence any action or proceeding against the other party in order to enforce any provision of the Purchase Order or to recover damages as a result of the alleged breach thereof, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees. The prevailing party shall be determined by the dispute resolution authority based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the dispute resolution or at trial. This assessment includes evaluation of the following: (a) the amount of the net recovery; (b) the primary issues disputed by the parties, whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and (c) the most recent settlement positions of the parties.

17.10 **Cumulative Remedies; No Waiver.** The remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right or remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy. Acceptance of late delivery of Goods shall not be deemed a waiver of the Customer's right to hold the Contractor liable for loss or damage resulting therefrom, nor shall it act as a modification of any of the Contractor's performance obligations hereunder.

17.11 **Notices.** All change orders, consents, notices, or other communications that are required or permitted to be given to the parties under the Purchase Order shall be (A) sufficient in all respects if given in writing and delivered (i) via the EDI, or (ii) in person or by electronic mail, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address or email address shown on the face of the Purchase Order, or to such other address or email address as such party may have given to the other by notice pursuant to this Section, and (B) deemed delivered, given, and received (i) on the date of delivery, in the case of delivery via the EDI, personal delivery, or electronic mail, (ii) on the delivery or refusal date, as specified on the return receipt in the case of certified mail, or (iii) on the tracking report, in the case of overnight courier.

17.12 **Counterparts.** If signatures are required on the face of the Purchase Order, (a) the face of the Purchase Order may be executed in one or more counterparts,

each of which shall be deemed an original and all of which, taken together, shall constitute one document, and (b) a signature in "PDF" format or an electronic signature on the face of the Purchase Order shall be deemed an original and be binding upon the party against whom enforcement is sought.

17.13 **Entire Agreement.** The Purchase Order contains the entire agreement of the parties relating to the subject matter of the Purchase Order and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral, except for any terms and conditions contained in a Specific Agreement.

18. Governing Law and Dispute Resolution Mechanism

18.1 **Governing Law.** The Purchase Order shall be governed according to the laws of the country (and state/province, if applicable) from which this Purchase Order is issued as shown by the address of Customer excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.

18.2 **Exclusive Dispute Resolution Mechanism.** The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Purchase Order, or the breach, termination, or invalidity hereof (each, a "Dispute"), under the provisions of this [Section 18.2](#). The procedures set forth in this [Section 18.2](#) shall be the exclusive mechanism for resolving any Dispute that may arise from time to time, and [Section 18.2\(A\)](#) and [Section 18.2\(B\)](#) are express conditions precedent to the binding arbitration of the Dispute. Unless stipulated otherwise, the place of performance shall be the State.

(A) **Negotiation.** A party shall send written notice to the other party of any Dispute ("[Dispute Notice](#)"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including one or more negotiation sessions in the state where Customer's headquarters is located (the "[State](#)") attended by an executive officer of each party. If a Dispute is not resolved within thirty (30) calendar days after one party delivers the Dispute Notice to the other party (the "[Escalation to Mediation Date](#)"), either party may initiate mediation under [Section 18.2\(B\)](#).

(B) **Mediation.** Subject to [Section 18.2\(A\)](#), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings to be held in the State. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within sixty (60) days after the Escalation to Mediation Date, either Party may commence binding arbitration in accordance with the provisions of [Section 18.2\(C\)](#).

(C) **Arbitration.** Subject to [Section 18.2\(A\)](#) and [Section 18.2\(B\)](#), any Dispute shall be finally settled by arbitration by and according to the then-current commercial arbitration rules of the American Arbitration Association (the "[AAA](#)"), and the venue of such arbitration shall be in the State. The parties shall not disclose the arbitration procedure or its object, and shall maintain confidential all the information directly or indirectly related to the controversy submitted to arbitration. To initiate arbitration, either party may file the appropriate notice at the AAA. If the parties are unable to agree upon the appointment of an arbitrator

within fifteen (15) days after a party's submission of such notice, the arbitration shall be conducted by a panel of three arbitrators, with one arbitrator appointed by each party and a third neutral arbitrator appointed by the two arbitrators designated by the parties. The arbitrators will be empowered to grant, at either party's request, injunctive relief. The arbitral award shall be given in writing, binding upon the parties, and enforceable in accordance with its terms and conditions. The arbitral award can be enforced in any court having jurisdiction on the parties or on their assets.