

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** -- Acceptance of this Purchase Order ("Order") is expressly limited to the Terms and Conditions set forth herein. Any terms and conditions proposed by Seller in Seller's quotation, invitation, acceptance, acknowledgment, invoice, transmittal, or any other document that are different from, conflict with, or add to the Terms and Conditions herein shall be deemed to materially alter these Terms and Conditions and are hereby objected to and rejected by Buyer, notwithstanding Buyer's act of accepting or paying for any shipment, or similar act of Buyer and/or notwithstanding any course of prior dealings or usage of the trade not incorporated herein. Acceptance of this Purchase Order, including acceptance of the Terms and Conditions, shall occur upon the happening of any of the following events: (i) receipt by Buyer of the acknowledgment copy of this Purchase Order, (ii) Seller's commencement of performance hereunder, or (iii) Seller's notification to Buyer of its intent to deliver or ship the goods to Buyer.
2. **PRICING AND ESCALATION** -- The price fixed in or by this Order is not subject to change except as expressly provided herein or by amendment as provided herein. Seller warrants that the price complies with all applicable laws and regulations. If price is omitted on the face hereof, the price will be the lowest prevailing market price at the time of the issuance of this Order. Unless escalation terms are specifically stated on the face hereof, no escalation will be applicable to this Order.
3. **TAXES** -- Seller shall pay all taxes, Federal, state, and local, which may become due or owing because of the manufacture, sale, delivery, or use of the goods or services ordered herein.
4. **INVOICES** -- individual invoices must be issued for each shipment against this Purchase Order. Invoices shall be payable within sixty calendar days after receipt, inspection and acceptance of goods by Buyer unless a later payment date is provided for in the Purchase Order or in Seller's invoice, in which case the later date shall control.
5. **PACKING AND CARTAGE CHARGE** -- No charge will be assessed against Buyer for packing, crating, drayage, or storage unless agreed upon at the time of purchase and shipments must be packed and crated to conform with the requirements of the carriers, and those of applicable Federal, state, and local laws.
6. **CHANGES** -- No change shall be undertaken except upon written authorization of Buyer. Buyer may at any time by written notice, make changes within the general scope of this Purchase Order, in the specifications, designs, drawings, packaging, methods of shipment, quantities, place of delivery or delivery schedules. If any such change causes an increase or decrease in the costs of or the time required for Seller's performance, an equitable adjustment shall be made in the price or delivery schedule, or both, provided a written request for such an adjustment shall be made to Buyer within ten business days from the date of Seller's receipt of the written notice making the change, and this Purchase Order shall be modified accordingly by written Change Order. Nothing contained herein shall relieve the Seller from proceeding without delay to perform this Purchase Order, as changed.
7. **DELIVERY TERM** -- Unless otherwise noted on the face of this Order, the delivery term is DDP (Incoterms 2010) Destination.
8. **TIME IS OF THE ESSENCE** -- Time is of the essence on all deliveries hereunder.
9. **DELIVERY** -- IF A TENDER OF CONFORMING GOODS IS NOT MADE BY THE SCHEDULED DELIVERY DATE, SELLER SHALL HAVE NO RIGHT TO MAKE A LATER CONFORMING TENDER. Seller shall promptly notify Buyer in writing of any anticipated delay in the scheduled delivery date, and Buyer reserves the right, in order to maintain the scheduled delivery date, to require Seller to expedite delivery either by performing fabrication or erection on an accelerated, premium time basis or by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery shall be paid by Seller. Seller shall be liable for all resulting damages to Buyer and any customers of Buyer occasioned by delay in delivery. Delivery shall not be deemed to be complete until the goods have been actually received and accepted by Buyer at the Destination. Advance and excess shipments may at Buyer's option be rejected and returned to Seller at Seller's expense.
10. **RISK OF LOSS** -- Regardless of the delivery term specified in this Purchase Order, Seller shall bear the risk of loss to the goods purchased hereunder until received and accepted by Buyer at the Destination.
11. **PAYMENT AND INSPECTION** -- The term of payment period and the cash discount period shall commence on the date of receipt by Buyer of a correct invoice or the goods to which the invoice relates, whichever is later. Payment for material on this Order shall not constitute acceptance thereof. All material shall be received subject to Buyer's inspection and rejections. Defective material or material not in accordance with Buyer's specification will be held as Seller's property, at Seller's risk and subject to Seller's disposition for a reasonable time. Thereafter, such material may be returned to Seller freight collect. Material returned as defective shall be returned for full credit and shall not be replaced without an Order from Buyer.
12. **QUANTITY** -- Goods delivered in excess of the quantity ordered herein may be refused by Buyer and returned at Seller's expense. In the event that the quantity delivered is less than the quantity ordered, Buyer at its option, may either accept the quantity delivered as fulfillment of this Order or require Seller to deliver the balance of the goods in accordance with the terms of this Order.
13. **COMPLIANCE WITH LAWS** -- Seller warrants that all goods or services furnished hereunder will comply with all applicable Federal, state and local laws (and with the regulations, guidelines, orders and standards thereunder, including where applicable, but not limited to the Fair Labor Standards Act, the Civil Rights Act of 1964, the Occupational Safety and Health Act of 1970, the Toxic Substance Control Act (Public Law 94-469), and any amendments thereto. The Seller agrees to give the Buyer all such compliance certificates, notices, and reports as may be either required or otherwise necessary and to appropriately label all goods supplied under this Order in the manner required by any such applicable legislation, regulations, guidelines, orders, or standards.
14. **WARRANTIES** -- In addition to any other warranties of Seller described herein and those arising by operation of law, Seller expressly warrants that all goods and services covered by this Order (i) shall strictly conform to the specifications, drawings, plans, instructions, samples, or other descriptions furnished or adopted by Buyer, (ii) shall be merchantable, of new and best material and fit for the purpose for which such goods are intended, including any special requirements of Buyer which have been disclosed to Seller, and (iii) shall be free from defects, whether latent or patent in material, workmanship, and design. Any exclusion of such warranties by the Seller shall be of no effect.
15. **REMEDIES** -- If any of the merchandise provided by Seller hereunder is found at any time to be defective in material, workmanship, or design, or otherwise not in conformity with the requirements of this Order, Buyer, in addition to any other rights which it may have, shall have the right to reject and return such goods at Seller's sole expense, such goods not to be replaced without written authorization from Buyer. The warranties and remedies set forth herein shall survive inspection, delivery, acceptance and payment, shall run to Buyer, its officers, agents, employees, successors, assigns, customers and users of the goods.
16. **TERMINATION: LIMITATION OF REMEDIES** -- Buyer reserves the right to terminate this Order in whole or in part for default (i) if Seller fails to perform in accordance with any of the requirements of this Order, including but not limited to failure to ship in the quantity ordered and by the date specified or (ii) if Seller fails to perform or so fails to make progress as to endanger performance hereunder (iii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or Federal law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors, or (iv) for convenience of Buyer. Any such termination shall be without liability to Buyer except for completed items delivered and accepted by Buyer, payment for which can be set off against any damage to Buyer. IF THE ORDER IS SO CANCELLED, SELLER SHALL BE COMPENSATED FOR SUCH CANCELLED PORTION for actual direct out-of-pocket costs to the date of termination; In no event shall the total amount to be paid to Seller upon such termination plus payments previously made exceed the percentage of the purchase price equal to the percentage of the products or services completed on the date of termination. THE FOREGOING REMEDIES ARE SELLER'S SOLE AND EXCLUSIVE REMEDIES FOR CANCELLATION. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS.
17. **INDEMNIFICATION** -- Seller insures the performance of any goods sold or services provided hereunder and shall indemnify Buyer, its successors, assigns, employees, agents, customers and users of its products or services against all liability, claims, loss, damage, and expense, including reasonable attorneys' fees sustained or incurred by Buyer, its successors, assigns, employees, agents, customers, and users of its products in the investigation, settlement, attempted settlement, or defense of any claim arising or alleged to have arisen from any breach of the warranties or other terms contained herein or the use, performance, nonperformance, sale, or resale of such goods due to any defect in materials, workmanship, or design, or the infringement or interference or alleged infringement or interference of any patent or of any pending patent application or failure of the Seller to comply with all applicable Federal and state safety and health laws and all orders, rules and regulations and standards issued thereunder in effect on the date that this Order is accepted, including but not limited to the Occupational Safety and Health Act of 1970 or failure of the Seller to comply with the Toxic Substance Control Act (Public Law 94-469) and all orders, rules and regulations and standards issued thereunder.
18. **PROPRIETARY INFORMATION** -- Seller agrees that all information contained in the drawings, blueprints, specifications and other documents submitted by Buyer to Seller hereunder is exclusively proprietary to Buyer and shall be returned to Buyer upon completion, expiration or termination of this Purchase Order. Seller shall keep all such information strictly confidential. Seller shall not, without Buyer's prior written consent, use such information in whole or in part for its own benefit or to Buyer's detriment or disclose such information in whole or in part to any other person.
19. **REVIEW OF SELLER'S DRAWINGS, DATA AND WORK** -- Review by Buyer of any drawings, data or work provided by Seller shall be only for purposes of ascertaining general conformity with Buyer's specifications and for confirmation of physical interface of the goods shown with related work or systems. Buyer's review of or comments upon any drawings, data or work of Seller shall not relieve Seller from the entire responsibility for the correctness and adequacy of Seller's engineering, design, workmanship, material and all other services or for any other obligation of Seller.
20. **PERFORMANCE OF SERVICE ON BUYER'S PROPERTY** -- If this Order requires Seller to perform any service upon property (whether real, personal, or mixed) owned or controlled by Buyer, Seller agrees:
Release of Liens: to furnish to Buyer as a condition precedent to final payment, a complete release of all liens, together with a certificate by Seller that the release contains the signatures of all those who performed services or furnished materials under this Order;
Hold Harmless: to indemnify Buyer and save it harmless against all liability, claims, loss, damage and expense, including reasonable attorneys' fees, on account of personal injury (including death) or damage to property arising out of or in any way connected with the performance of this Order, including any such injury received or sustained by the Seller, any of its subcontractors or any employee, agent, or invitee of the Seller or any of its subcontractors by reason of any act or omission, whether or not the negligence of Buyer or any employee, agent, or invitee thereof or the condition of the Buyer's premises or other property of Buyer was a contributing cause of such personal injury or damage;
Waiver of Worker's Compensation Bar: with respect to any and all claims brought against the Buyer, its employees, parent, affiliated entities, successors and assigns (hereinafter referred to in this paragraph as "Buyer") by an employee of Seller, Seller for itself, its successors and assigns, hereby expressly agrees to waive any provision of the applicable laws related to Workers' Compensation whereby Seller could otherwise preclude its joinder as an additional defendant, or avoid liability in any action at law or in equity or otherwise, where Seller's employees, their heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death, brings an action against the Buyer. The indemnification obligations accepted by Seller under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Seller pursuant to the applicable Workers' Compensation laws or other disability benefit laws or any other employee benefit law, rule or regulation. Seller agrees and acknowledges that by undertaking to indemnify the Buyer under this paragraph, Seller is expressly undertaking indemnification liability by written contract within the meaning of the applicable Workers' Compensation laws; and
Insurance: (1) to provide, at its sole expense, statutory Workers' Compensation limits and Employer's Liability Insurance with limits no less than \$1,000,000 per person, and \$1,000,000 per accident/disease for all of its employees engaged in the performance of this Order; and (2) to procure and maintain in force at all times during the performance of this Purchase Order general liability and automobile liability (owned/hired/any auto) insurance covering bodily injury, death and property damage and each having minimum limits of \$1,000,000 per occurrence. On all liability and auto insurance policies, Seller shall include Buyer as an additional insured by endorsement. Buyer's insurance policies are excess only after all of Seller's applicable policies are exhausted. Certificate(s) evidencing such insurance listed above shall be submitted to Buyer prior to the commencement of the work hereunder.
21. **GOVERNMENT CONTRACTS** -- If this Order is a subcontract under a Government Contract, Seller agrees that all terms and conditions required by the Government Contract or by law, including but not limited to Federal Acquisition Regulations (FARS) 52.203-13 Contractor Code of Business Ethics and Conduct, 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Veterans, 52.222-36 Affirmative Action for Workers with Disabilities, 52.222-50 Combating Trafficking in Persons, and 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels, are incorporated herein and are deemed to be a part of this Order. The parties hereby incorporate the requirements of 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable under federal law.
22. **SECURITY INTEREST** -- To the extent that Buyer makes or has made any deposit, advance or progress payment with respect to the goods which are the subject of this Order and the goods have not yet been shipped to Buyer, Seller grants to Buyer a security interest under the Uniform Commercial Code in such goods and those items of Seller's inventory which will be used to produce such goods or which are identified to this Order. Seller shall sign and deliver to Buyer such financing statements or other documents evidencing such security interest as Buyer shall reasonably require.
23. **TITLE AND RISK OF LOSS WHEN PROGRESSIVE PAYMENTS ARE MADE BY BUYER** -- Title to all completed work hereunder and to all work in the course of construction or completion and all material, supplies machinery and equipment on account of which any payment has been made shall be in Buyer and risk of loss of all such materials, supplies, machinery and equipment shall be in Seller.
24. **INFORMATION** -- Any information concerning Seller's products or manufacturing processes that Seller may disclose to Buyer incident to performing under this Order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration for this Order, and Seller agrees not to assert any claim against Buyer by reason of Buyer's use or alleged use thereof.
25. **ASSIGNMENT** -- Seller shall not assign this Order, or any part thereof, without the written consent of Buyer. Such consent shall not release Seller from its obligations and liabilities hereunder.
26. **WAIVER** -- Nothing herein shall be construed as limiting Buyer's rights otherwise provided by law. Buyer's failure to enforce or waive of any right or terms hereof shall not be considered a continuing waiver of any of Buyer's rights or such terms.
27. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROVISIONS** -- The provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, are hereby incorporated by reference.
28. **APPLICABLE LAW** -- This Order, the terms and conditions herein, all questions arising in connection with this Order, including its acceptance or confirmation, and the purchase of goods or services covered hereunder, shall be interpreted and resolved in accordance with the laws of the state of the Purchaser. Notwithstanding the above, neither (i) the United Nations Convention on Contracts for the International Sale of Goods, (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (the "1974 Convention"), nor (iii) the Protocol Amending the 1974 Convention done at Vienna, Austria, on April 11, 1980, shall apply in any manner to the interpretation or enforcement of this contract.
29. **COMPLIANCE WITH HAZARDOUS COMMUNICATION LAWS** -- With respect to all of the goods covered by this Order, and each ingredient or component thereof, Seller agrees to furnish Buyer with a Material Safety Data Sheet (MSDS) in compliance with the Federal Occupational Safety and Health Administration ("OSHA") Hazard Communication Standard (29 C.F.R. 1910.1200) and any other applicable Federal, state or local hazard communication law, regulation or standard, in accordance with the terms and conditions set forth in the MSDS Warranty incorporated by reference into this Order.
30. **NOTICES** -- All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made and received when personally delivered against or upon actual receipt by registered or certified mail, postage and fees prepaid, return receipt requested, to the respective addresses of the parties listed on the Purchase Order.
31. **ENTIRE AGREEMENT** -- These Terms and Conditions constitute the complete and exclusive statement of the terms of the contract between the parties hereto, are intended as a final expression of the terms of such contract and will supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No order, notice, change, modification, suspension, revision or termination of this Order shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer at Buyer's place of business issuing this Order.
32. **SUPPLIER EXPECTATIONS AND SUPPLY CHAIN POLICIES** -- Seller acknowledges that it has access to and has read, understands and will comply with the basic principles of ATI's Corporate Guidelines for Business Conduct and Ethics and the expectations set forth in the Supplier Expectations and Supply Chain Policies as published at <http://www.atimetals.com/aboutati/supplier/>.
33. **CALIFORNIA TRANSPARENCY IN SUPPLY CHAIN ACT** -- Seller represents and warrants that it does not, and will not, engage in slavery or in human trafficking of any kind, including but not limited to the recruitment, harboring, transportation, solicitation, provision, or acquisition of persons for labor or services through the use of force, fraud, or coercion.
34. **CONFLICT MINERALS** -- Seller hereby certifies that no material delivered by Seller to Buyer under this Order contains any substance originating from the Democratic Republic of Congo or any adjoining country that would require disclosure by Buyer under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder. Seller represents and warrants that it has adopted all appropriate policies and procedures, and taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all rules promulgated thereunder, to grant the certification in the preceding sentence. Seller shall flow down the substance of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by Buyer.