

ATI SPECIALTY MATERIALS (“ATI”) TERMS AND CONDITIONS OF SALE

1. EXCLUSIVE TERMS, CONDITIONS AND LIMITATIONS OF OFFER. These Terms and Conditions of Sale are an integral part of all offers and agreements for sale of goods and performance of services (“Products”) by ATI to Buyer (defined as the entity to which ATI is selling Products under this Agreement. An agreement for sale of Products will be concluded only upon ATI issuance of an order acknowledgment (“Acknowledgment”) or a signed agreement. These Terms and Conditions of Sale, together with the Acknowledgment or any signed agreement referencing these Terms and Conditions of Sale, constitutes the entire agreement between the parties (the “Agreement”).

Buyer’s acceptance of any offer to sell the Products and ATI’s acceptance of any offer to buy the Products is expressly conditioned on Buyer’s agreement to the terms and conditions contained herein. Buyer conclusively agrees to these terms and conditions herein (i) if within 10 days after Buyer’s receipt of an Acknowledgment, ATI does not receive written notice of any objection, or (ii) if Buyer’s accepts the Products. Any and all other terms, conditions and limitations on Buyer’s purchase order and/or other forms and documents of the Buyer or any other person or entity which are inconsistent herewith or in addition hereto are expressly rejected. Any references by ATI to Buyer’s specifications and similar requirements are only to describe the Products provided under this Agreement and no warranties and/or other terms or conditions contained in Buyer’s specifications shall have any force or effect.

2. ERRORS. Stenographic or clerical errors in the Agreement are subject to correction.

3. PRICE ADJUSTMENT AND PAYMENT. Unless otherwise indicated elsewhere in the Agreement, the prices and charges for Products shall be invoiced by ATI to Buyer at the prices and charges in effect at the time of shipment as reflected on the then current price list of ATI.

Such purchase price must be paid by Buyer to ATI in accordance with the terms in the Agreement without deductions, setoffs, recoupments, counterclaims, back charges or any other charges whatsoever and Buyer shall remain obligated to pay to ATI the entire invoiced amount regardless of disputes or changes to contractual obligations and/or rights which may arise between Buyer and other persons or entities.

4. QUANTITIES SHIPPED. Weights and quantities shown hereon are estimated. Unless otherwise agreed to in writing, invoice weights may vary in accordance with permissible variations of +/- 10%. Unless specified elsewhere in the Agreement, ATI may make partial shipments and may invoice for each partial shipment separately. Partial shipments shall not relieve Buyer of its obligation to accept delivery of remaining shipments.

5. STORAGE BY SELLER. In the event that Buyer requests that ATI store or process Buyer’s personal property, Buyer agrees to insure such personal property, waive subrogation rights and indemnify and save ATI harmless from any and all liability for damage to such personal property while such personal property is being stored or processed by ATI. The foregoing notwithstanding, ATI will assume liability for loss of or damage to Buyer’s personal property while in storage by ATI or while being processed by ATI if such loss or damage is caused solely by the willful misconduct or gross negligence of ATI’s employees, agents or representatives. ATI may at its option charge reasonable amounts for storage of all personal property received from Buyer.

6. DELIVERY, RISK OF LOSS AND TITLE. Unless otherwise specified elsewhere in the Agreement, all deliveries shall be EXW ATI’s point of shipment (Incoterms 2020). Freight shall be paid by Buyer to ultimate points of destination unless otherwise specified elsewhere in the Agreement. ATI will make commercially reasonable efforts to comply with Buyer’s request as to method and route of transportation. Unless otherwise specified elsewhere in the Agreement, title to goods shall pass to Buyer upon ATI’s transfer to carrier or upon tender to Buyer’s agent, whichever first occurs. Responsibility for obtaining necessary transportation permits, if any, shall be with Buyer, unless otherwise assumed by ATI elsewhere in the Agreement. Buyer shall be responsible for filing and pursuing claims against any carriers for loss or damage in transit.

ATI’s estimated dates for shipping or rendering services are approximate and are provided to Buyer on the basis of ATI’s estimate for informational purposes only, and they are not guaranteed. ATI may make shipments to Buyer before the estimated shipping date, and Buyer must accept early shipments as long as they are delivered no more than two weeks before the estimated shipping date.

Buyer shall at all times maintain risk of loss on, and in no event shall ATI be liable for loss or damage to, any material provided by or on behalf of Buyer to ATI for the performance of services hereunder.

7. PACKAGING, LOADING OR BRACING REQUESTS. ATI will use commercially reasonable means to comply with any packaging, loading or bracing requests made by Buyer. Any extra costs due to compliance with such requests shall be charged to Buyer. If no packaging, loading or bracing requests are made by Buyer, ATI shall comply with the minimum requirements customarily applied in ATI’s industry to the method of transportation used for such Products.

8.

WARRANTY AND LIMITATIONS OF WARRANTY. ATI warrants that all Products will upon shipment conform to the specifications contained in this Agreement, subject to ATI’s standard manufacturing and commercial tolerances, variations and practices. All services will be performed by ATI using commercially reasonable efforts which are defined by industry standards subject to the capabilities and tolerances of ATI’s existing equipment and processes, and, in any event, ATI assumes no responsibility for the cost of the material being processed. ATI rejects and takes exception to any general terms in Buyer’s specifications for the Products such as, but not limited to, uniform, sound, free from foreign materials, imperfections, injurious imperfections, unusual visual condition and good manufacturing and inspection practices. THE AFORESAID WARRANTY (THE “WARRANTY”) IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER’S REMEDY FOR NONCONFORMING GOODS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS EXW ATI’S PLANT (INCOTERMS 2020) OR AT ATI’S OPTION TO REFUND THE PURCHASE PRICE OF SUCH NONCONFORMING GOODS. THE REPAIR OR REPLACEMENT OF GOODS OR REFUND OF THE PURCHASE PRICE OF NONCONFORMING GOODS CONSTITUTES FULFILLMENT OF ANY AND ALL LIABILITIES OF SELLER TO BUYER FOR OR IN CONNECTION WITH BREACH OF ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, LIABILITY BASED IN CONTRACT, NEGLIGENCE AND/OR STRICT LIABILITY. IN NO EVENT SHALL SELLER BEAR THE COSTS OF REMOVAL, AND/OR REINSTALLATION OF NONCONFORMING GOODS. IN NO EVENT SHALL THE LIABILITY OF ATI EXCEED THE PURCHASE PRICE OF THE GOODS.

BUYER’S REMEDY FOR NONCONFORMING SERVICES SHALL BE LIMITED TO REPERFORMANCE OF THE SERVICES OR, IF IN SELLER’S SOLE OPINION THE SERVICES CANNOT BE REPERFORMED, REFUND OF THE PURCHASE PRICE OF SUCH NONCONFORMING SERVICES. THE REPERFORMANCE OR REFUND OF THE PURCHASE PRICE OF NONCONFORMING SERVICES CONSTITUTES FULFILLMENT OF ANY AND ALL LIABILITIES OF SELLER TO BUYER FOR BREACH OF OR IN CONNECTION WITH ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, LIABILITY BASED IN CONTRACT, NEGLIGENCE AND/OR STRICT LIABILITY. IN NO EVENT SHALL THE LIABILITY OF ATI EXCEED THE PURCHASE PRICE OF THE SERVICES.

The foregoing constitutes a final expression by ATI of its warranty. The Warranty cannot be modified or supplemented except in writing by ATI signed by an authorized officer of ATI. No promise or affirmation of fact made by any employee or agent of ATI shall constitute a warranty, a modification to the Warranty, or give rise to any liability or obligation.

This Warranty is provided by ATI solely to Buyer and applies solely to the Products sold or services provided under this Agreement. Buyer shall include in its agreements of sale of the Products (as purchased from ATI or as incorporated into another product) to any third party, a provision disclaiming all implied warranties with respect to the Products sold hereunder, in substantially similar form to the disclaimer contained herein. In the event Buyer fails to fully and adequately pass through such disclaimer of warranties and/or Buyer makes any express warranties concerning the Products sold hereunder, Buyer hereby agrees to indemnify ATI from and against any and all damages, claims, demands, liability, losses, costs and expenses, including attorneys’ fees, incurred by ATI based on or arising out of third party warranty claims asserted against ATI.

9. CLAIMS. In order to ensure prompt inspection by Buyer and to eliminate improper methods of storage and other abuse of Products sold, Buyer shall notify ATI in writing concerning a nonconformity of the Products to the Warranty as soon as practicable, and in the case of (i) patent nonconformities, no later than thirty (30) days after delivery of the Products and (ii) latent nonconformities, no later than ninety (90) days after delivery of the Products. For Products in the form of powders or specialty chemicals, ATI must be notified in writing concerning a nonconformity of the Products no later than five (5) days after opening of the Product packaging. Such written notice shall set forth with particularity the nature and extent of the nonconformity. All claims for shortages must be made in writing within twenty (20) days after receipt of the Products by Buyer or its agent and specify with particularity the exact shortage. Consignees must give immediate written notice to the carrier’s agent at destination in the event of damage or loss in transit. All claims for nonconformity of services to the Warranty must be made no later than thirty (30) days after performance of the services.

In no event shall ATI be responsible for claims resulting in whole or in part, directly or indirectly, from the use or abuse of nonconforming Products or for the costs of labor and/or materials expended on any such Products.

Buyer’s failure to furnish such written claim to ATI within such prescribed period of time shall result in a full and irrevocable waiver of the relevant claim. ATI must be given the opportunity upon written demand to inspect the Products claimed to be nonconforming.

Nonconforming Products, except for samples, shall be returned to ATI upon receipt of ATI’s authorization to do so. All transportation costs with respect to such returns shall be paid by ATI.

Buyer must demonstrate to the reasonable satisfaction of ATI that any nonconformity alleged was solely caused by a breach by ATI of the Warranty.

10. FORCE MAJEURE. ATI shall not be liable for loss or damage resulting from delay or failure of delivery or performance due to (i) ATI’s other production requirements or plant conditions, (ii) strike, differences with workmen, lockout, or any labor shortage or difficulty, (iii) fire, flood, accident, quarantine restrictions, earthquake, tornado, epidemic or other casualty or act of God, (iv) war, riot, civil disobedience or other emergency or acts of civil or military authorities, (v) compliance with orders, priorities or requests of any governmental agencies, (vi) failure to receive government export authorizations, (vii) unfair trade practices committed by other domestic and/or foreign suppliers which materially negatively ATI’s profitability of the Products provided under this Agreement, (viii) embargoes, failure of suppliers of ATI to meet delivery schedules or any shortage of raw materials howsoever caused, (ix) inability or delay in obtaining labor or materials, to inability or delay in obtaining cars, trucks, fuel or machinery necessary for transportation, (x) delay in ATI’s Credit Department receiving information upon which its approval of this order is based, or (xi) cause, condition or contingency beyond the reasonable control of ATI, whether similar to those enumerated or not. In the event of any of the foregoing, ATI may apportion its production and all stock material among its customers in such manner as it may consider equitable and extend the time of performance by the period of such delay.

11. TECHNICAL DATA, ADVICE, SPECIFICATIONS. Any technical data, production data, production estimates and performance figures, advice, drawings and/or specifications furnished by ATI with respect to Products supplied and the use of such Products are given for informational purposes and without charge, and ATI assumes no obligation or liability whatsoever for any damages of any type, whether direct, indirect, consequential, incidental, special, punitive, liquidated, penal or otherwise arising in connection to data, estimates, advice, drawings and specifications given, or results obtained therefrom regardless of the legal theory or basis on which they are constructed. All such data, estimates, figures, advice, drawings and specifications shall be given by ATI and accepted by Buyer solely at Buyer’s risk.

ATI Marketing material and technical data sheets are issued for general information purposes only and shall not be deemed to modify the provisions hereof or create any warranties or guarantees.

In the event that ATI is providing Products hereunder which are experimental or are made or produced by an experimental process, then Buyer shall treat as confidential all technical data, specifications, and information of ATI relating thereto and not disclose to others or use the same for any other purpose.

12. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES; LOSS OF INCOME, PROFITS OR PRODUCTION; ANY REPROCUREMENT COSTS; INCREASES IN THE COST OF OPERATIONS; AND/OR DAMAGES TO MATERIAL. SELLER’S LIABILITY SHALL NOT, IN ANY EVENT, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. BUYER ASSUMES ALL LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE USE OF SELLER’S PRODUCTS OR SERVICES, EITHER ALONE OR IN COMBINATION WITH OTHER GOODS OR SERVICES.

13. TOOLING EQUIPMENT AND PREPARATION CHARGES. All of the tools, dies, patterns, jigs, and fixtures, if any, required for the manufacture of goods shall remain sole property of ATI and shall be retained in ATI’s possession, whether or not Buyer has paid ATI for such items. These items shall be used by ATI in filling orders of, or in providing services to, Buyer, but if at any time a period of two (2) years has elapsed since the receipt of any order from Buyer requiring the use of such tools, dies, patterns, jigs, or fixtures, ATI may thereafter make any such use or disposition of such items as ATI desires, without any accounting to Buyer for such use or disposition, or the proceeds thereof.

Preparation charges are those required for the initial production of the products including the design, material and preparation of tools that may be required. The payment of such charges does not convey any title or the right of possession to the Buyer of any such tools involved. ATI’s charges to Buyer for preparation are made only for the specified rate of delivery. The charge for any change in design or different rate of delivery will be quoted by ATI upon request.

14. CHANGES, TERMINATION OR CANCELLATION.

ATI shall have the right to change, terminate or cancel this Agreement at any time without further liability to Buyer (i) upon 90 days prior written notice for convenience, provided only previously acknowledged Orders scheduled for delivery in such 90-day period shall be firm unless otherwise agreed by ATI and Buyer, or (ii) because of any other circumstance set forth in Paragraph 10 hereof or other circumstances which ATI may deem to require allocation of production or delivery, including but not limited to the effect of any laws, ordinances, regulations directives, or administrative or other governmental actions, the compliance with which ATI shall deem to require such change or cancellation; or (iii) immediately, for breach of any term of this Agreement by Buyer. No such change or cancellation by ATI shall be a breach of any provision, term, condition or covenant of this Agreement.

After acceptance hereof by Buyer, Buyer shall not change, terminate, cancel or modify this Agreement nor shall Buyer delay releases of Products manufactured or processed except with ATI’s written consent, which consent shall be conditioned upon compliance with the terms and conditions hereof and the agreement of Buyer to indemnify ATI against all resulting losses.

Buyer’s (i) cancellation of this Agreement, or (ii) demand that ATI suspend manufacture, processing, shipment and/or delivery of the Products, or (iii) failure to furnish data or specifications when requested or required without ATI’s written consent may be treated as a material breach of contract.

15. CREDIT APPROVAL. Payment terms as herein provided, work to be performed by ATI as set forth in the Agreement and Product shipments shall at all times be subject to the approval of ATI’s Credit Department. In case ATI shall have any doubt as to Buyer’s creditworthiness, or if Buyer fails to fulfill the terms and conditions of payment herein and elsewhere in the Agreement, ATI may decline to perform any further services, shipments or deliveries hereunder until receipt of satisfactory security including, but not limited to, full or partial prepayment.

In the event of anticipatory breach by Buyer or if the financial condition of Buyer at any time does not, in the reasonable judgment of ATI, justify continuance of the work to be performed by ATI hereunder on the terms of payment originally specified, ATI shall have the right to require full or partial payment in advance or if such payment is not provided, to cancel any agreement and work then outstanding and Buyer shall reimburse ATI for its cancellation charges.

16. TERMS OF PAYMENT. All payments shall be made in U.S. Dollars. Subject to approval by ATI’s Credit Department, terms of payment are as set forth in the Agreement. In the absence of such provisions elsewhere in the Agreement, payment terms shall be net thirty (30) days from the date of invoice. Amounts unpaid after the payment term shall accrue interest compounded monthly at the annual rate of 18% or the maximum legal rate, if less. Buyer hereby grants to ATI a security interest in all Products subject to this Agreement (except for work by ATI on Buyer’s goods) until the complete purchase price is paid by Buyer.

17. DEFAULT IN PAYMENT. Buyer’s failure to make payments on any invoices issued under this Agreement or any other agreement between Buyer and ATI in accordance with the terms hereof or thereof, shall constitute a material breach by Buyer of this Agreement. In addition to seeking remedies against Buyer in Court regarding Buyer’s breach(es), ATI may, after further shipments and defer rendering further services until such payments are made or, at its option, cancel this Agreement with respect to any remaining Product to be provided under this Agreement.

18. PAYMENT OF FREIGHT, TRANSPORTATION, TAXES AND OTHER GOVERNMENT CHARGES BY BUYER. Unless otherwise specified by ATI elsewhere in the Agreement, the purchase price of the Products covered by this Agreement does not include present or future freight charges, if applicable, and transportation taxes, and sales, use, excise, or any similar tax or other governmental charge upon or with respect to the sale, purchase, manufacture, processing, fabrication, delivery, storage, use and consumption, or transportation of the Products which ATI may be required to pay or collect under any existing or future law. Consequently, in addition to the price specified in this Agreement and/or any invoices issued hereunder, the amount of applicable freight charges and transportation taxes and any present or future sales, use, excise or any similar tax or other governmental charges shall be paid by Buyer. If applicable, Buyer shall provide ATI with a tax exemption certificate acceptable to applicable taxing authorities. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by Buyer.

Buyer shall pay or reimburse ATI if ATI pays, any and all Federal, state, foreign, municipal or other local taxes, charges, including lighterage, wharfage, landing charges, handling charges, tolls, dues, demurrage and other charges not regularly included in the ocean freight rate, and all import and other duties, customs and tariffs imposed upon this Agreement, the Products, or the delivery or use thereof, or upon any act done or document of title or other instrument used in connection with the Agreement, and any and all such taxes, tariffs, duties or charges imposed upon or measured by the sales contemplated herein or the purchase price payable hereunder.

In furtherance of the foregoing and not in limitation, and without regard to the applicable delivery term, ATI shall have the right to immediately increase the price of the Products to cover the amount of any existing or future duties, taxes, tariffs, customs formalities or other Federal (including, without limit, under Section 232 of Trade Expansion Act of 1962 and Section 301 of the Trade Act of 1974), state, municipal or foreign governmental charges imposed upon import of the Products or import of the work in process, raw materials or other supplies used by ATI to manufacture the Products (“Import Duties”). Notwithstanding the delivery term applicable to this Agreement, Buyer expressly waives any right to claim force majeure or any other legal or equitable right to terminate, suspend or amend this Agreement as a result of any Import Duties or other charges referenced in this section or otherwise avoid its obligation to pay any Import Duties or other charges referenced in this section.

19. COMPLIANCE WITH LAWS. Products, services and information supplied under this Agreement are subject to Buyer’s compliance with all laws, including the U.S. Foreign Corrupt Practices Act and all other applicable anticorruption laws and regulations and U.S. import and export laws and regulations and may be subject to EU and other applicable countries’ anti-corruption and export/import rules and regulations as well. Should Buyer’s actions, or the actions of its owners, directors, officers, employees, representatives, consultants or agents, result in the assessment of any fine,

penalty or disgorgement of profits against ATI for violation of any applicable laws, Buyer hereby agrees to indemnify ATI therefore.

20. **NO WAIVER.** Failure of ATI to enforce any of the terms, conditions and limitations of this Agreement shall not be construed as a waiver thereof or a waiver of any other terms, conditions or limitations herein or elsewhere in the Agreement. Also the failure of ATI to exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right. The terms, conditions and limitations herein and elsewhere in the Agreement may be enforced and the rights of ATI may be enforced at any time in whole or in part. Under no circumstances shall ATI waive any right, defense, and/or claim arising out of or relating to this Agreement unless an authorized officer of ATI signs a writing setting forth the precise right, defense, and/or claim being waived.

21. **ASSIGNMENT.** Buyer may not assign its obligations hereunder to any other person or entity without the written approval of ATI. A change of control, including, without limitations by operation of law, merger, consolidation, or otherwise shall be deemed an assignment under this Section. Any attempted assignment by Buyer in violation of this Section shall be ineffective and shall constitute a material breach hereof.

22. **APPLICABLE LAW AND DISPUTES.** This Agreement, including the interpretation thereof shall be governed by the laws of the State of North Carolina with the exclusion of (i) the United Nations Convention on Contracts for The International Sale of Goods, (ii) the 1974 Convention in the Limitation Period in Contracts for the International Sale of Goods and (iii) the Protocol Amending the 1974 Convention in Vienna, Austria on April 11, 1980 without regard for its principles of conflict of laws for which party drafted the language herein, prior course of dealing, course of performance or usage of trade.

Any controversy, dispute or claim arising out of or relating to this Agreement may be submitted to a court of law having competent jurisdiction to resolve the dispute. The parties hereby consent to the exclusive and sole jurisdiction of any state or federal court governing Monroe, North Carolina for purposes of any lawsuit brought in connection with this Agreement.

23. **NONDISCLOSURE.** Nothing in this Agreement will be construed as requiring ATI to provide Buyer with any information that ATI considers to be confidential and/or proprietary. If ATI, in ATI's sole discretion, discloses to Buyer information which ATI considers confidential and/or proprietary, Buyer must protect all such information from unauthorized disclosure or use regardless of form or format. Buyer shall not disclose ATI's information to any third party without the prior written consent of ATI and shall limit its disclosure to its employees having a need to know such information. Buyer shall protect ATI's information by using the same degree of care (but not less than a commercially reasonable degree of care) used to prevent the unauthorized disclosure of Buyer's own information of a similar nature. Should any Nondisclosure or Confidentiality Agreement be executed between these parties, the terms of that agreement shall apply to the exchange of confidential information between ATI and Buyer.

24. **INDEMNITY.** Buyer shall indemnify, defend and hold harmless ATI from and against any and all claims, demands, judgments, liabilities, damages, losses, costs and expenses, including attorney's fees (collectively "Claims") asserted against or incurred by ATI, arising out of or resulting from the use or incorporation of any Product manufactured by ATI in any product manufactured or assembled by Buyer, or any process conducted by Buyer or under Buyer's direction, except to the extent such Claims are caused solely by ATI's gross negligence or willful misconduct. Buyer agrees that it does not rely on any representations, warranties, or advice of ATI regarding the appropriate use or application of such Products, and assumes full responsibility for testing such Products, as well as the final product into which they are incorporated, for safety and performance.

25. **INSURANCE.** Contractor will carry and maintain in full force insurance of the types and amounts set forth in this section, insuring Contractor while it is on the premises of ATI. Insurance carriers must have a minimum A.M. Best Rating of A- as of the date of this Agreement, during the term hereof and any renewals or extensions hereof.

ATI will be included as an additional insured as respects general and automobile liability coverages, on a primary and non-contributory basis. Contractor shall waive all subrogation rights against the ATI with respect to the insurance policies to the extent ATI is a required additional insured party. ATI shall receive thirty (30) days' prior written notice of any cancellation of such coverages indicated below:

- **COMPREHENSIVE GENERAL LIABILITY**
Bodily Injury \$1,000,000 each occurrence
Property Damage \$1,000,000 each occurrence

- **WORKERS' COMPENSATION & EMPLOYERS LIABILITY**
Workers' Compensation: In compliance with statutory requirements where the services are performed

Employers Liability: Limits of no less than \$1,000,000 per person and \$1,000,000 per accident and \$1,000,000 disease for all its employees engaged in the performance of Services

- **AUTOMOBILE LIABILITY**
\$1,000,000 combined single limit, covering owned, leased, hired, non-owned, and employee non-owned vehicles.

ATI requires a Certificate of Insurance showing evidence of these coverages prior to coming on site. Receipt in electronic form is preferred

26. **PATENTS; TRADEMARKS; UNPATENTED INFORMATION.** If any Products sold hereunder are to be prepared or manufactured according to Buyer's specifications, Buyer shall indemnify, defend and save harmless ATI against any claims or liability for violation of any intellectual property rights, including patent, trade secret or trademark rights, owned or controlled by third parties in the United States or in any other country on account of such preparation or manufacture.

The sale of Products covered by this Agreement shall not expressly or impliedly grant to Buyer any right or license of any kind under any patent, patent application, or other industrial property right owned or controlled by ATI or its affiliates, but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell such Products, in the event such Products, as sold hereunder, are covered by any such patent.

ATI provides no warranty that the use of any Products may not infringe patent rights of others.

Any intellectual property, whether or not such intellectual property is protectable, developed by ATI in performance of its obligations under this Agreement will remain the sole and exclusive property of ATI and Buyer shall have no rights in such intellectual property.

27. **SAFETY DATA SHEETS.** Safety Data Sheets have been prepared for this Product and are available at <https://www.atimetals.com/safety-data-sheets/Pages/default.aspx>.

28. **EXPORT RESTRICTIONS.** The ultimate shipment by ATI of Products under this Agreement is subject to the right and ability of ATI to make such sales under all decrees, orders, statutes, rules and regulations of the U.S. Government presently in effect or which may be in effect hereafter, which govern exports or otherwise pertain to export controls. For shipments outside of the United States, ATI will be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the Products, including applications for agreements relating to defense services, and Buyer will cooperate with ATI in obtaining such export licenses at ATI's request. ATI will have no liability to Buyer in the event that an export license is delayed, not approved or is later withdrawn or suspended. Any order which cannot be fulfilled due to the inability of ATI to obtain necessary export approvals including any required export license shall be considered rejected by ATI upon receipt of order. In the event the Products are exported from the United States, re-exported from a foreign destination by Buyer, or transferred (in country) to a third party by Buyer, Buyer shall ensure that the distribution, transfer, or export/re-export of the Products are in compliance with all laws, regulations, orders or other restrictions including the U.S. Export Administration regulations. Buyer agrees that neither it nor any of its subsidiaries or affiliates will export/re-export any Products, technology, or technical data, directly or indirectly, to any country or foreign national (wherever located) for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license or approval.

29. **INTERNATIONAL SALES.** The 2020 International Chamber of Commerce (ICC) terms (Incoterms®) shall be used when there is an obligation for delivery of the Products for international contracts of sale.

30. **GOVERNMENT CONTRACTS.** This Agreement is for the sale of commercial items (FAR 2.101), unless otherwise specified herein. If the Buyer's applicable order does not include a U.S. Government contract number, then no federal acquisition regulations or other government procurement regulations or standards apply under this Agreement. ATI's acceptance is expressly conditioned upon Buyer's assent to these terms, and notification of objection to any different or additional terms in any response is hereby given. ATI rejects any terms proposed by Buyer at any time which would require the Products provided hereunder to conform to any government terms (including Military or other Government Specifications, Federal Acquisition Regulations or other government procurement standards) unless otherwise expressly agreed. To the extent that Federal Acquisition Regulations clause 52.249-2 (Termination for Convenience of the Government (Fixed Price)) is applicable to this Agreement, if the Government issues an applicable Notice of Termination, Buyer and ATI will agree on a termination settlement proposal under this clause for reimbursement of costs incurred in the performance of the work terminated.

31. **SEVERABILITY.** If any clause or provision of these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

32. **RELATIONSHIP OF PARTIES.** Both parties to this Agreement are independent contractors. Neither party shall have the authority to act for and/or bind the other in any way, or to represent that either is responsible for the acts of the other. Nothing herein shall be construed as forming a partnership or agency between the parties.

33. **SURVIVAL.** The obligations in the following sections shall survive the expiration or any termination of this Agreement: Survival, Patents; Trademarks; Unpatented Information, Applicable Law, Export Restrictions, Nondisclosure, and Limitation of Liability.

34. **HEADINGS.** The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

35. **ENTIRE AGREEMENT.** This Agreement supersedes all prior verbal and/or written statements, proposals, negotiations, representations and any other communications regarding the subject matter of this Agreement and shall constitute the entire agreement between ATI and Buyer. No prior inconsistent course of dealing, course of performance or usage of trade, if any, shall constitute a waiver of or serve to explain or interpret these terms, conditions and limitations.

36. **MODIFICATION.** The terms, conditions and limitations herein can be modified, altered or added to only by a subsequent written instrument signed by an authorized officer of ATI which shall set forth with particularity and not through incorporation by reference the precise terms, conditions and limitations modified, altered or added to with specific written reference to the terms, conditions and limitations of this Agreement which are modified, altered or added to.