

STANDARD TERMS AND CONDITIONS OF PURCHASE BETWEEN  
HYDRO ALUMINUM METALS USA, LLC  
("HYDRO") AND SELLER



1. **EXCLUSIVE TERMS:** HYDRO'S PURCHASE OF ANY GOODS OR SERVICES OFFERED BY SELLER IS EXPRESSLY CONDITIONED UPON THESE TERMS AND CONDITIONS OF PURCHASE, TOGETHER WITH (a) ANY PURCHASE ORDER ("PO") ISSUED BY HYDRO AND (b) ANY AGREEMENT SIGNED BY HYDRO, CONSTITUTING THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN HYDRO AND SELLER. NO AMPLIFICATION, MODIFICATION, ADDITION OR VARIATION OF THESE TERMS AND CONDITIONS WILL BE ACCEPTED BY HYDRO UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY HYDRO. NO PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE SHALL SUPPLEMENT OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS. HYDRO WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS IF HYDRO FAILS TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION RECEIVED FROM A SELLER OR IF IT FAILS TO PROMPTLY ASSERT ANY RIGHTS IT HOLDS HEREUNDER. SELLER'S DELIVERY OF ANY GOODS OR SERVICES TO HYDRO, COMMENCING WORK UNDER ANY PURCHASE ORDER ISSUED BY HYDRO, OR ANY OTHER SIMILAR CONDUCT RECOGNIZING A CONTRACTUAL RELATIONSHIP WITH HYDRO CONSTITUTES SELLER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.
2. **ACCEPTANCE & DELIVERY:** Seller shall, within three (3) business days of receipt thereof, accept and acknowledge in writing all POs submitted by Hydro. If Hydro does not receive written acknowledgment within this timeframe, the POs shall be deemed accepted. Any goods shall be delivered Free on Board (FOB) Hydro's designated facility if domestic and Free Carrier (FCA) (Incoterms 2010) Hydro's designated facility if international, unless otherwise agreed in writing, and shall be delivered as instructed by Hydro. Title to, and risk of loss of, any goods shall pass upon actual receipt by Hydro (including release from consignment) at the designated Hydro facility. Passage of title shall not prejudice any of Hydro's other rights or remedies under these Terms and Conditions, at law or in equity. Seller acknowledges and agrees that time is of the essence of these Terms and Conditions and that delivery must occur on or before the delivery date specified by Hydro. Seller warrants on-time delivery of 100% of the products or services ordered hereunder. In the event of any actual or anticipated delay, Seller shall promptly notify Hydro of the cause thereof and the steps proposed by Seller to minimize the delay. In addition, Seller shall arrange all such additional resources necessary to minimize any detrimental impact on Hydro. If Seller fails to deliver on time, Hydro may, in its sole discretion and without prejudice to other rights or remedies it may have, (a) accept a revised delivery date; (b) reschedule the delivery date; (c) cancel its PO or terminate its contract with Seller without any liability or obligation to Seller; (d) obtain replacement goods from an alternative source and require Seller to pay any increase in costs associated with the same, together with Seller's costs incurred in securing the same; (e) obtain reimbursement from Seller for all damages incurred attributable to the delay (including, without limitation, any charges or costs imposed upon Hydro by its customer(s)); (f) obtain liquidated damages described herein; or (g) pursue any remedies available to it at law or in equity. Seller acknowledges that any delay will cause Hydro to incur considerable monetary and other damages which are difficult to compute and ascertain with certainty. As such, the parties have mutually agreed upon a fair, reasonable and appropriate estimate of liquidated damages. In lieu of actual damages, Seller acknowledges and agrees Hydro may assess and recover liquidated damages against Seller in the amount of one percent (1%) of the total purchase price of the delayed goods per day for each day that delivery is delayed beyond the scheduled delivery date up to a maximum of twenty percent (20%). Seller acknowledges these liquidated damages are intended to represent actual estimated damages and do not constitute a penalty.
3. **TERMINATION:** Hydro may terminate all or any part of a PO or its contract with Seller, without liability to Seller, if Seller (a) repudiates or breaches any of the terms of any PO or its contract with Hydro, including, without limitation, any of Seller's representations or warranties; (b) fails to provide the goods as required by its contract with Hydro; (c) fails to make delivery by the date required; (d) Seller ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or of a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, all without prejudice to any other rights or remedies which may be available to Hydro at law or in equity. If termination occurs for any of these reasons, Hydro shall be responsible to pay for only for such goods or services delivered in full conformity with the terms and conditions of the contract with Seller prior to the date of termination. In addition to any other rights of Hydro, Hydro may, at its option, terminate all or any part of a PO or the contract, at any time and for any reason or no reason, by giving written notice to Seller. Upon such termination, Hydro shall pay to Seller solely the following amounts without duplication: (a) the contract price for all goods which have been completed or services which have been delivered in accordance with a PO or the contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or furnishing the services as of Seller's receipt of the written notice, to the extent such costs are reasonable in amount and are properly allocable under generally accepted accounting principles to the terminated portion of the PO or contract; less the sum of the reasonable value or cost (whichever is higher) of any goods used or sold by Seller with Hydro's written consent, and the cost of any damaged or destroyed goods. Hydro shall not be obligated to make payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases, nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this section shall not exceed the aggregate price payable by Hydro for finished goods that would be produced or services that would have been delivered by Seller under delivery or release schedules outstanding at the date of termination. This shall be Seller's sole remedy and Hydro's sole liability in connection with termination of a PO or the contract for convenience.
4. **HYDRO'S PROPERTY:** Unless otherwise agreed in writing, all tools, equipment, or material of every description furnished to Seller by Hydro or specifically paid for by Hydro and any replacement thereof, or any material affixed or attached thereto (collectively, "Hydro Property"), shall be and remain the personal property of Hydro. Such property and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of Hydro" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Hydro Property and shall not use such property except in filling Hydro's orders. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Hydro and shall be subject to removal at Hydro's written request in which even Seller shall prepare such property for shipment and shall redeliver to Hydro in the same condition as originally received by Seller, ordinary wear and tear excepted. Without limiting or affecting Hydro's title and ownership to the Hydro Property, and for further security and protection of Hydro's interest in the same, Hydro is hereby granted a purchase money security interest in the Hydro Property until the same is returned to Hydro. Hydro is hereby authorized to file any financing, informational or similar statements and amendments thereto describing the Hydro Property in any jurisdiction or office Hydro deems appropriate to protect its interests in the same. Seller agrees to execute all appropriate documents, and to take all such other actions (at no cost to Hydro) as may be reasonably required by Hydro from time to time to properly evidence Hydro's sole ownership of the Hydro Property in the possession of Seller. Seller shall not have the right to pledge, mortgage, grant security interests in, levy any lien on or otherwise encumber any of the Hydro Property.
5. **PRICE & PAYMENT:** Prices shall not be higher than that appearing on the face of any PO issued to Seller, or Seller's most recent quotation accepted by Hydro, whichever is lower. Seller covenants that if it should at any time prior to delivery of the products, goods, or services covered hereby sell like products, goods, or services in similar quantities to any third party at a lower price, it will notify Hydro in writing of such lower prices and Hydro will receive the full benefit of such lower prices from the date of such sale to any third party. If any index used to determine the price of the goods ceases to be available or, in the reasonable discretion of Hydro, ceases to represent an accurate assessment of the current market price for such goods, the parties agree to promptly negotiate on a good faith basis a mutually satisfactory alternative price or reference. In the event the parties are unable to reach agreement as to the alternative, Hydro may elect to terminate its agreement with Seller upon written notice to Seller. Prices shall be deemed to include all insurance, appropriate packaging, taxes, duties and freight charges, and no extra charges of any kind, including, without limitation, charges for engineering, design, tooling, dies, jigs, fixtures, gauges or equipment, transportation, fuel surcharges, installation of equipment, insurance, or additional costs incurred by overtime work will be allowed unless specifically agreed to by Hydro in writing. Seller shall invoice Hydro for the purchase price for any goods or services as stated in the PO after Hydro's receipt of the same. Unless stated in the PO or otherwise expressly agreed in writing by Hydro, invoices shall be payable thirty (30) days after the date of the invoice, shall be remitted to the billing address on the PO, and shall include the relevant PO number. Hydro shall be entitled at any time when commercially reasonable to set off any liability of Hydro to Seller against any liability of Seller to Hydro howsoever arising and whether any such liability is present or future, liquidated or unliquidated. Any exercise by Hydro of its rights under this section shall be without prejudice to any other rights and remedies available to Hydro. Seller acknowledges and agrees that it will receive value from Hydro to the extent of any progress payments, deposits, down payments, or funds advanced by Hydro to Seller ("Advances"). As security for any such advances, Seller hereby grants to Hydro a security interest in the goods or other products, together with any of Seller's inventory, raw materials, or equipment used, purchased or identified by Seller for use or inclusion in the production of the same, and authorizes Hydro to file a financing statement evidencing the same.
6. **PACKING & SHIPPING.** Seller agrees to (a) properly pack, mark, and ship any goods in accordance with commercially reasonable requirements, along with any specific requirements set forth in the PO; (b) route shipments in accordance with Hydro's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods unless otherwise expressly agreed to in writing by Hydro (and in which case any such charges shall not exceed the lowest common carrier rate for the quantity ordered); (d) provide with each shipment packing slips with the contract and/or PO number and date of shipment marked thereon; (e) to properly mark each package with a label/tag in a commercially reasonable manner and in accordance with any specific requirements set forth in the PO; and (f) to promptly forward the original bill

or other commercially reasonable form of shipping receipt. Seller will include on bills of lading or other shipping receipts, correct classification identification of the goods shipped in accordance with Hydro's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Hydro to easily identify the goods included. Hydro may, at its option, return, freight collect, all goods received more than five (5) days in advance or in excess of the quantity specified on its PO, or may, at its option, retain such units with payment therefore deferred until it would otherwise be due.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller commits to continued quality improvement of processes to manufacture or create the goods or services delivered hereunder. To the extent relevant to the goods, Seller shall at all times have a certified quality management system meeting current industry standards. Seller will provide Hydro with such documentation and acceptable quality data upon request. Hydro or its representatives may conduct quality audits of Seller's production facilities and quality control procedures, as well as audits to assess Seller's compliance with its obligations under this section upon at least one (1) week prior written notice. Seller further represents and warrants to Hydro that, upon the delivery to Hydro of the goods or other items provided hereunder, (a) Hydro shall acquire good and clear title to the same, free and clear of all liens and encumbrances, (b) all items provided hereunder, excluding any product designs which are requested by Hydro, are either owned or properly licensed by Seller or are in the public domain and the use thereof by Hydro, its representatives, distributors, dealers end users and other direct and indirect customers, does not infringe any intellectual property or other proprietary rights of any third party, and (c) Seller has the full right and power to enter into and to carry out the obligations under the contract and to grant Hydro all necessary rights and licenses under the contract. Seller also represents and warrants, as applicable, that all products or goods furnished hereunder are new, merchantable, fit for their intended purpose, free from any defects in design, material, and workmanship and will conform to the agreed specifications, descriptions, and drawings. Seller is not the manufacturer or installer of the goods, it shall automatically deemed to have assigned to Hydro any and all warranties issued by such entities in connection with the goods, or if not assignable, Seller shall be deemed to have issued equivalent warranties directly to Hydro. Hydro shall be entitled to reject any goods or services not in compliance with these representations and, at its election, require Seller to provide replacements or secure replacements and invoice Seller for any costs incurred above the contract price. Seller shall be liable for any damages incurred by Hydro as a result of delivery of defective goods or products hereunder.
8. **COMPLIANCE WITH LAWS; SUPPLIER CODE OF CONDUCT.** Seller and any goods or services provided to Hydro shall at all times be in full compliance with all applicable laws, ordinances, does, orders, rules, regulations, and orders of courts of competent jurisdiction, as each may be amended from time to time, and shall consult with Hydro prior to submitting any notices required thereby. In addition, the parties shall be responsible for complying with and fulfilling their respective obligations, if any, as well as providing reasonable assistance to each other in meeting the other party's respective obligations under anti-bribery laws such as the Foreign Corrupt Practices Act ("FCPA"), export control laws such as the U.S. Department Of State International Traffic in Arms Regulations ("ITAR") and the U.S. Department of Commerce Export Administration Regulations ("EAR"), and national security laws and regulations such as those administered and enforced by the U.S. Department of Treasury Office of Foreign Assets Control Regulations ("OFAC"), as well related rules and regulations, each as amended from time to time, and similar Canadian legislation including, but not limited to, the Corruption of Foreign Public Officials Act, the Export Control List, and sanctions against various countries imposed under the United Nations Act or the Special Economic Measures Act, each as amended from time to time. Seller shall engage in commercially reasonable efforts to assist Hydro in responding to any customer or governmental audit concerning the goods or services provided to Hydro. Seller shall have a commercially reasonable system for compliance with sound practices involving environmental, health and safety requirements, as well as quality assurance measures, suitable for the items provided to Hydro hereunder. Seller shall maintain and organize all documents relating to the same as are necessary or appropriate to evidence Seller's compliance with its contract with Hydro. Seller shall comply with, and actively promote within its supply chain, the principles in Hydro's Supplier Code of Conduct (available at <https://www.hydro.com/globalassets/download-center/code-of-conduct/hydro-code-of-conduct-en.pdf>). If Seller becomes aware of any actual or potential non-compliance, it shall promptly notify Hydro and, as appropriate, promptly establish corrective action plans as well as provide periodic updates to Hydro until the non-compliance is fully remediated. Depending on the nature of the actual or potential non-compliance, Hydro may elect, in its sole reasonable discretion, to terminate its relationship with Seller without penalty or liability to Hydro notwithstanding any notice and cure period. Hydro shall have the right to engage in reasonable actions to monitor and audit Seller's compliance with the obligations in this section, and Seller shall reasonably cooperate in connection therewith. The rights and remedies in this section are not exclusive and without prejudice to any and all rights and remedies provided elsewhere in this agreement and at law or in equity.
9. **INDEMNITY AND INSURANCE:** Seller shall defend, indemnify, and hold harmless Hydro, its officers, employees, representatives, agents, and affiliates from and against any and all losses (including, without limitation, attorneys' and other expert fees and expenses), damages, and liabilities arising from or relating to Seller's noncompliance with any applicable laws, breach of its contract with Hydro (including, without limitation, any claim of infringement or trade secret violation alleging that the manufacture, purchase, use, or sale of any item or service provided Hydro infringes upon or violates any third party's patent, copyright, trademark, or trade secret), willful misconduct, or negligence, except to the extent arising from the negligence or willful misconduct of Hydro. Seller shall at all times maintain, at its sole cost and expense, the following policies of insurance: (a) statutory workers' compensation, including occupational disease, in accordance with applicable laws; (b) employers' liability insurance with minimum limits of \$500,000 per employee by accident/\$500,000 per employee by disease/\$500,000 policy limit by disease; (c) commercial general liability and/or umbrella/excess liability insurance providing coverage for bodily injury and property damage relating to the goods or other products furnished to Hydro and including coverage for contractual liability providing limits of not less than \$2,000,000 per occurrence for bodily injury and property damage/\$2,000,000 per organization or per person for personal injury and advertising liability/\$2,000,000 general policy aggregate/\$2,000,000 product liability/completed operations aggregate (which policy shall be endorsed to name Hydro as an additional insured for any and all liability relating to the goods, products, services or the contract); and (d) commercial business automobile liability insurance (including coverage for all owned, non-owned and hired vehicles) providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000. All insurance shall be with insurance companies that maintain a rating greater than A- and are at least a financial size category of VII in the most current publication of Best's Policyholder Guide. In addition, all insurance provided to Hydro shall be primary insurance and any other valid insurance for the benefit of Hydro shall be excess of such primary insurance. Seller shall provide Hydro with duly executed certificates of insurance prior to commencement of any performance under the contract, which certificates shall require not less than thirty (30) days' prior written notice of cancellation, non-renewal or material change in coverage. Hydro reserves the right to require other types or limits of insurance if appropriate to the supply, sale or delivery of the items purchased hereunder. The amounts and types of coverage shall in no way limit the obligations of Seller to Hydro hereunder, including, without limitation, the indemnity obligations set forth above.
10. **EXCUSABLE FAILURE OR DELAY:** Neither Hydro nor Seller shall be held responsible for the failure or delay in delivery or acceptance of goods or services where such failure or delay is due to any Act of God, or the public enemy, war, compliance with law, governmental act or regulation, fire, flood, quarantine, embargo, pandemic, epidemic, unusually severe weather, strike, work stoppage, acts or omissions of carriers or other cause beyond the reasonable control or the party, but the party seeking to justify failure or delay shall promptly notify the other party of the reasons for any failure or delay in the delivery or acceptance.
11. **CONFIDENTIALITY, DATA PRIVACY, ASSIGNMENT:** All of the terms and conditions and all information exchanged related in any way to this transaction shall be held in confidence by both parties and shall not be disclosed (a) without the prior written consent of both parties or (b) unless such disclosure is required by applicable law or by legal, judicial, administrative or regulatory process, provided that the disclosing party, to the extent not prohibited by applicable law or the authority with jurisdiction over such process promptly notifies the non-disclosing party so that it may, if it so elects, seek a protective order or other appropriate relief against. Under the circumstances described in clause (b) the disclosing party shall, if requested, reasonably cooperate with and assist the non-disclosing Party in obtaining relief and in limiting any required disclosures. Seller shall not advertise or publicly announce the fact that it has contracted to supply any items to Hydro without Hydro's prior written consent, which it may withhold in its sole and absolute discretion. Seller acknowledges and agrees that Hydro collects, uses, and processes personal information in accordance with Hydro's privacy policy, which is available at [www.hydro.com/en/privacy/privacy-statement](http://www.hydro.com/en/privacy/privacy-statement). Seller hereby consents to Hydro's use of its email address for marketing purposes. Seller may withdraw its consent at any time by submitting an email to [dataprivacyNA@hydro.com](mailto:dataprivacyNA@hydro.com). Neither party shall have the right to assign its rights hereunder without the consent of the other Party which consent shall not be unreasonable be withheld. The foregoing to the contrary notwithstanding, Hydro may assign some or all of its rights to Norsk Hydro ASA or any subsidiary thereof without the consent of Seller. Subject to the foregoing, the provisions of any PO or this contract shall be binding upon and inure to the benefit of the parties' respective permitted successors and assigns.
12. **CHOICE OF LAW AND JURISDICTION; LANGUAGE:** Any agreement between the parties shall be governed by the laws of the State of Maryland without regard to its contract of law principles. The parties further expressly exclude and waive the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) ("Vienna Sales Convention"). The Parties agree that any dispute hereunder will be filed only in the Federal District Court of Maryland or, if such forum is not available, in the applicable state court located in Baltimore County, Maryland. The parties irrevocably consent to the jurisdiction of such courts for such disputes and waive, to the extent otherwise available, now or in the future, any defense of inconvenience of forum. Any Seller who is a resident of Quebec agrees that it is such Seller's desire that these terms and conditions, along with all agreements and all other documents relating thereto, be written in the English language only. Chaque client résident du Québec confirme qu'il est de sa volonté que la présente, de même que toutes les ententes et tous les autres documents s'y rattachant, soient rédigés en anglais seulement.
13. **ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY, THIRD PARTIES:** These terms and conditions, together with any writing signed by Hydro to which they may be appended, constitute the entire agreement between the parties relating to the subject matter hereof and any prior agreements, whether verbal or written, have

been superseded, merged, and integrated herein. The headings contained in these terms and conditions or any other written instrument are for convenience only and do not constitute a part of any agreement between the parties. Any modification or amendments may only be made by a written instrument signed by both parties. The invalidity, in whole or in part, of any provision in these terms and conditions or any written instrument signed by Hydro to which they may be appended will not affect the remainder of such provision or any other provision. Nothing associated with these terms and conditions or any other agreement between the parties shall be deemed to create a joint venture or otherwise empower Seller to in any way whatsoever bind or make a commitment on behalf of Hydro. Nothing contained herein shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the agreement between Seller and Hydro.

14. ELECTRONIC COMMUNICATIONS. Hydro and Seller may facilitate transmission of any writings required by electronic communication such as electronic mail or facsimile provided the same are delivered to the destination identified, and in the manner specified, by the other party. Any change in such manner or destination must be communicated in writing to the other party at least ten (10) business days prior to the effectiveness of such change or the transmitting party may continue to rely upon the same as satisfaction of its obligations. Any change or documentation requiring that it be signed by Hydro must bear the signature (either a scanned wet signature or a commercially verifiable electronic signature) of an individual with requisite corporate authority to bind Hydro.