

**1. APPLICABILITY:** This Agreement is an offer by Accuride Corporation, or its subsidiary or affiliate ("Customer"), as set forth on the face of this request for proposal ("RFP"), for the purchase of services specified on the RFP from the party to whom the RFP is addressed (the "Service Provider"), in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase Agreement, the "Agreement"). This Agreement, together with any document attached to or incorporated by reference in this Agreement by Customer, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Agreement. In the event of any conflict between these Terms and the RFP, the RFP shall govern, unless the RFP expressly states that the Terms of the RFP shall control. The Agreement expressly limits Service Provider's acceptance to the terms of the Agreement. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Service Provider's general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

**2. SERVICES:** Service Provider shall provide the services to Customer as described in the RFP (the "Services") in accordance with these Terms.

**3. TIME OF THE ESSENCE:** Service Provider acknowledges that time is of the essence with respect to Service Provider's obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones, and other requirements in this Agreement, is strictly required.

**4. SERVICE PROVIDER'S OBLIGATIONS:** Service Provider shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all international, state/provincial, federal and local laws, rules, regulations, and ordinances applicable to the provision of the Services;

(b) comply with all rules, regulations, and policies of Customer, including security procedures concerning systems and data and remote access thereto, building security procedures, general health and safety practices and procedures, and its Code of Conduct and other policies, which are listed at <https://www accuridecorp.com/suppliers/>;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services in such form as Customer shall approve. During the term of this Agreement, and for a period of two (2) years thereafter, upon Customer's written request, Service Provider shall permit Customer to inspect and copy such records and interview Service Provider personnel in connection with the provision of the Services;

(d) obtain Customer's written consent, which may be given or withheld in its sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Service Provider, other than Service Provider's employees, to provide any Services to Customer (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Customer's approval shall not relieve Service Provider of its obligations under the Agreement, and Service Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the Terms as if they were Service Provider's own employees. Nothing contained in this Agreement shall create any contractual relationship between Customer and any Service Provider subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Customer's request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form reasonably satisfactory to Customer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Service Provider, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used; and conforms to all relevant legal standards and standards specified by Customer; and

(h) keep and maintain any Customer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Customer's written instructions or authorization.

**5. CHANGE ORDERS:** Customer may, at any time, by written instructions and/or drawings issued to Service Provider (each a "Change Order"), order changes to the Services. Service Provider shall, within seven (7) days of receipt of a Change Order, submit to Customer a firm cost proposal for the Change Order. If Customer accepts such cost proposal, Service Provider shall proceed with the changed services subject to the cost proposal and the Terms of this Agreement. If Customer does not accept such cost proposal, Customer may terminate this Agreement without liability to Service Provider, as set forth in Section 11, below.

**6. FEES AND EXPENSES; PAYMENT TERMS; SET OFF:**

(a) In consideration for the satisfactory provision of the Services by Service Provider, Customer agrees to pay the fees set forth in the RFP. Except as otherwise specified and agreed to by Customer in the RFP, the fees include all taxes (including, without limitation, sales, use, and excise taxes), packaging, transportation costs to the delivery location, insurance, tariffs, customs, duties, and fees.

(b) Service Provider shall issue invoices to Customer and Customer shall pay all properly invoiced amounts due to Service Provider within ninety (90) days after

Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. On invoices returned for correction, the payment period will run from the date of receipt of the corrected invoice.

(c) Customer agrees to reimburse Service Provider for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services that have been pre-approved in writing by Customer; provided that such expenses conform to Customer's standard travel and expense policy, a copy of which is available upon request.

(d) Without prejudice to any other right or remedy it may have, Customer may set off at any time any amount owing to it by Service Provider or its affiliates against any amount payable by Customer or its affiliates to Service Provider.

**7. INTELLECTUAL PROPERTY:**

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the RFP (collectively, the "Deliverables"), shall be owned exclusively by Customer. Service Provider agrees and shall cause its employees and Permitted Subcontractors (collectively, "Service Provider Personnel") to agree that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or "rights of droit moral" with respect to the Deliverables.

(b) Upon Customer's request, Service Provider shall and shall cause Service Provider Personnel to promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Customer to prosecute, register, perfect or record its rights in or to any Deliverables.

(c) Service Provider agrees, at its expense, to indemnify, defend, and hold harmless Customer, its subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders, and employees and Customer's customers and users, against any and all liability, loss and expense (including attorney's fees), by reason of any claim, action or litigation arising out of any alleged or actual, direct or contributory infringement or misappropriation of the patent, copyright, trade secret, or other intellectual property right of any third party, arising out of or related to any claim that any of the Services or Deliverables or Customer's or any Indemnitee's receipt or use thereof infringes or misappropriates any Intellectual Property Right of a third party. In no event shall Service Provider enter into any settlement without Customer's or Indemnitee's prior written consent.

**8. CONFIDENTIAL INFORMATION:**

(a) All non-public, confidential, or proprietary information of Customer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Customer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Service Provider without the prior written consent of Customer. Confidential Information does not include information that is:

(i) in the public domain;

(ii) known to Service Provider at the time of disclosure without obligation of confidentiality to Customer; or

(iii) rightfully obtained by Service Provider on a non-confidential basis from a third party.

(b) Service Provider shall use the Confidential Information only for the purpose of providing Services under this Agreement.

(c) Confidential Information furnished to Service Provider by Customer pursuant to this Agreement shall in no event become the property of Service Provider. Customer's provision of Confidential Information shall not be construed as granting any rights whatsoever, express or implied, under any intellectual property of Customer. Upon Customer's request, Service Provider shall promptly return all Confidential Information received from Customer.

(d) Customer shall be entitled to injunctive relief for any violation of this Section.

**9. REPRESENTATIONS AND WARRANTIES:** Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services with, all applicable laws;

(c) Customer will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

(d) (i) None of the Services, Deliverables and Customer's use thereof infringe or will infringe any Intellectual Property Right, registered or issued patent, copyright, or trademark of any third party arising under the laws of the United States or any other jurisdiction, and, (ii) as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation or other proceedings pending against Service Provider by any third party based on an alleged violation of such Intellectual Property Rights, in each case;

(e) the Services and Deliverables will be in conformity in all respects with all requirements or specifications stated in this Agreement and the RFP;

(f) any and all goods supplied in connection with the Services will be of merchantable quality; and

(g) Service Provider is aware of Customer's intended use of any goods supplied in connection with the Services and warrants that any and all such goods will be fit for the particular use intended, will be free from defects, whether patent or latent, in design, material or workmanship, and will be in conformity with the specifications contained herein.

Service Provider agrees that the foregoing warranties shall be in addition to any warranties of additional scope given to Customer by Service Provider and any warranty provided by law or equity. These warranties shall continue notwithstanding any acceptance or payment by Customer. Any applicable statute of limitations shall not begin to run until the date of Customer's discovery of the noncompliance of the Services with the foregoing warranties.

**10. INDEMNIFICATION:** Service Provider shall indemnify, defend, and hold harmless Customer, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, and employees, and Customer's customers (collectively, the "Indemnitees"), against any and all liability, loss, injury, death, deficiency, claims, actions, suits, judgments, settlements, costs, penalties, fines, and expenses (including reasonable attorneys' and professional fees and costs), the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or related to the Services or Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without Customer's or Indemnitee's prior written consent.

**11. TERMINATION:**

(a) Customer may terminate this Agreement, in whole or in part, at any time with or without cause for Services not yet performed on three (3) days' prior written notice to Service Provider. Upon receipt of notice of such termination, Service Provider shall cease operations as directed by Customer, take actions necessary or that Customer may direct, for the protection and preservation of any work or Services in progress, and, except for Services directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

(b) In addition to any remedies that may be provided under these Terms, Customer may terminate this Agreement with immediate effect upon written notice to Service Provider:

(i) has not performed or complied with any of these Terms, in whole or in part;

(ii) becomes insolvent, files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, appoints or has appointed for it a receiver or trustee, or makes an assignment for the benefit of creditors, provided such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event;

(iii) ceases to conduct its operation in the ordinary course of business (including its inability to meet its obligations as they mature);

(iv) breaches any other contract between the parties or such contract is terminated; or

(v) provides a cost estimate for a Change Order as specified in section 5, which is rejected by Customer.

(c) Service Provider shall indemnify Customer from all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liability, of any nature incurred by Customer with the foregoing. If Customer terminates the Agreement for any reason, Service Provider's sole and exclusive remedy is payment for the Services received and accepted by Customer prior to the termination.

**12. WAIVER:** No waiver by Customer of any provision of the Agreement shall be effective unless explicitly set forth in writing and signed by Customer. A failure by Customer to exercise any right under this Agreement shall not affect any rights subsequently arising under the same or similar clauses hereof, nor shall it operate as a waiver of the clause or condition under which such rights arise.

**13. FORCE MAJEURE:** Neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without such party's fault or negligence and which by their nature could not have been reasonably foreseen by such party or, if they could have been foreseen, were unavoidable, including but not limited to, labor disputes of any kind, fires or accidents. Service Provider's economic hardship or changes in market conditions are not considered force majeure events. In the event Service Provider's failure is not remedied within thirty (30) days, Customer may terminate the Agreement immediately without liability.

**14. NON-ASSIGNMENT:** No assignment of this Agreement or any interest therein or any payment due or to become due thereunder shall be made by Service Provider without first obtaining the written consent of the Customer, which it may withhold in its sole discretion. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve Service Provider of any of its obligations hereunder. Customer may, at any time, assign, transfer, or subcontract any or all of its rights

or obligations under the Agreement without Service Provider's prior written consent.

**15. RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

**16. NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or 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 these Terms.

**17. CHOICE OF LAW:** All matters arising out of or relating to this Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to any conflict of laws rules, and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Wayne County in the State of Michigan for the purposes of any legal, equitable, or other action or proceeding arising out of or relating to this Agreement. Each party hereby waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. If any legal action or other proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. FOR PURPOSES OF ANY SUCH COURT PROCEEDINGS, EACH PARTY AGREES, AFTER CONSULTATION WITH ITS COUNSEL, THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE, AND NOT A JURY, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BEFORE A JURY. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED AND SHALL NOT APPLY TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

**18. CUMULATIVE REMEDIES:** Except as otherwise stated, the remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.

**19. NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

**20. SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**21. LANGUAGE:** This Agreement may be translated, but it shall be governed by the English text for all purposes, and all information, correspondence, transactions and the like shall be made in the English language.

**22. SURVIVAL:** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

**23. AMENDMENT AND MODIFICATION:** This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.

**24. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** The provisions of the Equal Opportunity Clauses at 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated as terms and conditions of this Agreement [Contract]. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 and 48 CFR 52.222-39 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees), 48 CFR 52.203-13 (Code of Business Ethics and Conduct), and 48 CFR 52.222-35 (Equal Opportunity for Veterans).

**25. PROHIBITION OF HUMAN TRAFFICKING:** By Service Provider providing services, goods, or other consideration to Customer or designees, Service Provider is affirmatively representing and warranting that Service Provider and its subcontractors do not, directly or indirectly, engage in or otherwise support human trafficking, including forced labor or procurement of commercial sex acts. This may include but is not limited to compliance with 48 CFR 52.222-50, Executive Agreement 13627 and the proposed FAR amendments strengthening protection against human trafficking located beginning at 78 FAR 59317.

**25. STANDARDS OF CONDUCT:** Each of the Customer and the Service Provider (each a "Declaring Party") warrants and represents to the other party that neither the Declaring Party nor any of the Declaring Party's officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Agreement, any compensation paid or to be paid hereunder, any payment made or to be made hereunder, or any other transactions involving the business interests of either the Customer or Service Provider: offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of a public international organization or of any government, or of any agencies or subdivisions thereof, or of any public international organizations or

governmental instrumentalities, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his or her official capacity, including a decision to fail to perform his or her official functions with such government or instrumentalities, (ii) inducing such person to use his or her influence with such government or instrumentalities to affect or influence any act or decision thereof or (iii) securing any improper

advantage. Service Provider will comply with Customer's anticorruption policy, including any training requirements therein, or, in lieu of meeting such training requirements, demonstrate to Customer's satisfaction that Service Provider maintains and follows an equivalent anticorruption compliance policy.