

**1. PROJECT AND SCOPE OF WORK.** The attached order, including these terms and conditions, is an offer by Accuride Corporation or its affiliate or subsidiary named on the order ("Owner") to retain Contractor (specified on the face of the order (the "Order") to which these terms and conditions (the "Terms") are attached) for the provision of construction materials and services. Contractor will perform the work (the "Work") described on the Order in accordance with the contract plans and specifications (together, the "Contract Documents" or "Contract"), now or hereafter provided by Owner, at the location specified on the Order. These Terms prevail over any terms or conditions or any other document issued by Contractor in connection with this Order. Contractor shall be bound by this Order and these Terms upon the earlier of commencement of the Work or a written acceptance of the Order.

**2. CONTRACT DOCUMENTS.** The Contract Documents consist of the Order and these terms and conditions, any written agreement between the parties and any exhibits thereto relating to the Work, any Standard General Conditions hereafter issued by Owner, the Order, any change orders, and all drawings and specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Unless otherwise provided in the Contract Documents, the number of copies of drawings and specifications reasonably necessary for the execution of the work will be furnished to Contractor by Owner, free of charge, and shall be returned to Owner upon completion of the work, as they remain Owner's property.

**3. WORK.** The Work by Contractor, unless otherwise noted, includes any and all labor, materials, equipment, supplies, transportation, services or other facilities necessary to complete the Contract in a safe and acceptable manner and in accordance with the Contract Documents. Contractor shall not deviate from the Contract Documents without prior written approval from Owner. The Work includes any and all items normally required to provide a complete, first-class job in every detail for maximum quality, serviceability, and appearance.

**4. TIME SCHEDULE.** Before commencement of the Work, upon request of Owner, Contractor shall furnish a time schedule showing the order and the starting and substantial completion dates for the Work in detail acceptable to Owner. Contractor shall cooperate in arranging a schedule that will minimize interference with Owner's operations and shall cooperate with other contractors to coordinate work, as needed. Contractor shall perform the Work strictly in accordance with the approved time schedule. **TIME IS OF THE ESSENCE.**

**5. MATERIALS, WORKMANSHIP, AND WAIVER OF RIGHT TO CURE.** All materials shall be new and both workmanship and materials shall be of good quality. Contractor warrants that: (a) it is familiar with and has expertise in the scope of its trade to be performed and the Work; (b) it has inspected and is familiar with the work site and the local conditions under which the Work is to be performed; (c) the Work shall be performed in a first-class workmanlike manner by persons well qualified in their respective trades, free from faults and defects; and (d) that it shall comply with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall remedy any defects at its own expense and reimburse Owner for any damages arising therefrom, provided Owner notifies Contractor of any such defect or defects within a period of one (1) year from the date of acceptance, or if such defect is a concealed physical condition or an unknown physical condition of an unusual nature, then Owner will have one (1) year from the date of discovery of such defect to notify Contractor. Unless otherwise specified, acceptance shall occur at time of final payment. Any correction of work pursuant to this paragraph shall also be subject to the provisions of this paragraph to the same extent as work originally performed. This paragraph shall not be construed as altering, limiting or eliminating any manufacturer's or seller's warranties. Manufacturer's warranties for installed machinery and equipment as well as subcontractor and supplier warranties and guarantees, express or implied, respecting any part of the Work and any materials used therein shall be deemed obtained for the benefit of Owner, and either Owner or Contractor may enforce the same. Contractor acknowledges and agrees that, in the event Owner deems it expedient in its sole discretion, Contractor shall have no right to cure any defect, and Owner shall be entitled to reduce the contract price appropriately, to a refund, in whole, or in part, of any monies already paid to Contractor, or to a setoff against any retainage then held by Owner.

**6. CLEAN-UP.** Contractor agrees to keep the Work premises and adjoining areas free of waste materials and rubbish caused by its or its subcontractors' work. Contractor further agrees to remove all waste materials and rubbish on termination of the project, together with all of its tools, equipment, machinery, and surplus materials. If Contractor does not remove its tools, equipment, machinery and surplus materials within a reasonable time after completion of the project, Owner may remove it and store it at Contractor's expense. If Contractor does not pay the expense of such removal within ten (10) days thereafter, Owner may, upon ten (10) days written notice, sell the materials and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**7. CONTRACTOR'S RESPONSIBILITY.** Contractor will be solely responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications, including the techniques, sequences, procedures, and means, and for coordination of the Work. It shall provide, without extra charge, all incidental items required as a part of its Work even though not particularly specified or indicated. Should the Contractor object to methods or materials specified, it shall notify Owner in writing and have same adjusted before proceeding with the Work. Proceeding without notice shall be construed as an acceptance of the drawings and specifications. Contractor shall verify all measurements and be responsible for the same and shall promptly

report to Owner any errors, discrepancies or inconsistencies in the specifications or drawings and shall await instructions before proceeding with the Work. By commencing performance or otherwise accepting the Order, Contractor represents that it has examined the premises and the limitations under which the Work will have to be executed, as well as any underground conditions.

**8. ROYALTIES AND PATENTS.** Contractor shall pay all royalties and license fees necessary for the Work and shall indemnify, defend, and save Owner harmless from all claims or suits relating to inventions, patents, patent rights, copyright, or other encumbrances arising out of the execution of this contract or anything done hereunder. Contractor shall promptly notify Owner of any and all claim of infringement brought against it relating to this Work and will furnish Owner with all information and data in its possession pertaining to same.

**9. FAIR LABOR ACT, PERMITS, REGULATIONS, TAXES, AND OWNER'S POLICIES.** Contractor represents that in its operations under this contract it shall comply with all applicable requirements of the Federal Fair Labor Standards Act as amended, Executive Orders, Ordinances, Rules and Regulations (federal, state and local). Contractor warrants that all equipment, materials and other work to be performed hereunder shall comply with the Federal and State Occupational Safety and Health Acts, and all regulations, Federal Standards, and orders of the United States Department of Labor, as well as any similar Rules, Regulations and Standards of the applicable states or countries in which the Work is to be performed. In performing at the Work site, Contractor shall take all necessary precautions for the safety and well-being of personnel as required by The Federal Occupational Safety and Health Act regulations, as well as state and local statutes, regulations or orders. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including all federal, state and local statutes and ordinances applicable to labor. Contractor shall also comply with Owner's Code of Conduct and other policies, which are listed at <https://www.accuridecorp.com/suppliers/>, along with any policies or requirements at the job site, including, without limitation, any Environmental, Health, and Safety ("EHS") Program. The Contractor shall be liable for any fines or charges by any regulatory body by reason of any violation by Contractor or its subcontractors of any laws, ordinances, rules, and regulations. The Contractor shall call Owner's attention to any variances between drawings and specifications and applicable regulations. If the Contractor performs any work believing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Owner, it shall bear all costs arising therefrom. Contractor promises to make payments required by the Social Security Act and all withholding acts, and to pay any and all required income, sales, use, occupational or gross receipt taxes, and any and all other taxes or levies under this contract. Contractor shall indemnify, defend, and hold Owner harmless from any and all liability, including penalties or damages, to any and all persons or entities, arising out of the failure of Contractor to comply with the terms of this paragraph.

**10. INSPECTIONS.** Owner shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Uninspected work which has been covered up shall be uncovered when so ordered by Owner. Contractor shall give timely notice of any tests or readiness of machinery or equipment to permit Owner to make inspection at source, if requested by Owner. Contractor shall, within twenty-four (24) hours after written notice from Owner, at its own cost and expense, remove from the premises all materials rejected by Owner as not complying with the Contract Documents, whether worked or unworked, and take down all portions of the Work that Owner shall, by like notice, reject as unsound or improper or as in any way failing to conform to the Contract Documents. Work done or materials furnished by Contractor and not approved by Owner will not be accepted. Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents, whenever observed, and whether or not fabricated, installed, or completed. Contractor shall bear all costs for correcting such rejected Work, including compensation for Owner's other consultants' additional services made necessary thereby. Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of Owner in its administration of this Contract or by any inspection, test, or approval required of or performed by others. If the nature of a defect or any rejected part of any portion of the Work is such that, in the judgment of Owner, it is not expedient to have the Work corrected, Owner shall have the right to deduct such sums of money from the amount due to Contractor as constitutes a fair and reasonable remuneration for the difference in value of the Work as furnished from that as specified or for the damage to the completed Work.

**11. SUPERVISION.** The Contractor shall maintain at its work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner, who shall not be changed without Owner's consent. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. Owner shall have the right to temporarily or permanently dismiss from the job site any Contractor employee or agent who does not comply with the Terms or any on-site EHS requirements. The Contractor shall conduct its operations in a manner compatible with Owner's safety regulations and employee practices pertaining to the locality of the work. Should the work not proceed at a rate satisfactory to Owner so as to seriously jeopardize the completion date in the time schedule, then Owner shall have the

right to direct Contractor to increase the number of workmen or facilities as Owner may deem necessary.

**12. PROTECTION OF WORK AND PROPERTY.** Contractor shall continuously maintain adequate protection to prevent injury or damages to the Work or to persons or property and shall protect Owner's property from injury or loss arising in connection with this Agreement. Contractor shall adequately protect adjacent property as provided by law. In an emergency affecting the safety of life or of the Work or of adjoining property, Contractor, without special instruction or authorization from Owner, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, or it shall so act, without appeal, as so instructed or authorized by Owner. Compensation for emergency work shall be determined by agreement among the parties. Contractor shall indemnify, defend, and hold Owner harmless from any and all liability to any and all persons or entities, arising out of the failure of Contractor to comply with the terms of this paragraph.

**13. INSURANCE REQUIREMENTS.** Contractor shall maintain insurance as described below with companies (i) approved by Owner, (ii) licensed in the state(s) applicable to this Contract, and (iii) on forms acceptable to Owner. Evidence of insurance shall be furnished to Owner by Contractor prior to beginning work or rendering services pursuant to contract or purchase order on certificates of insurance showing that the following minimum coverages and limits of liability are maintained during the duration of this contract and in the instance of completed operations for a period of not less than twelve (12) months from the date of acceptance. Contractor shall provide evidence of the continued maintenance of required insurance coverage every sixty (60) days, and whenever requested by Owner, during the duration of the contract or purchase order. Contractor shall disclose to Owner any deductible or self-insured retentions applicable to any insurance required to be provided by Contractor. Contractor shall maintain the following insurance: (a) Statutory workers' compensation and employers' liability. Certificate of insurance must evidence coverage in the state in which the work is being performed and must evidence a limit of liability for employers' liability (Coverage B) at statutory limits, and in any event not less than \$1,000,000.00 per accident. (b) Automobile liability insurance on any owned, non-owned or hired vehicle with limits of at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. (c) Comprehensive general liability insurance including products liability, completed operations liability, blanket contractual liability covering the obligations assumed by Contractor herein, broad form property damage coverage and personal injury liability insurance with limits of at least \$2,000,000.00 per occurrence combined single limit. (d) For Contractors providing professional services to Owner under contract or purchase order, professional liability (errors and omissions) insurance for a limit of liability of not less than \$2,000,000.00 per occurrence. (e) Certificate(s) of insurance evidencing (b) and (c) above shall stipulate: Owner has been made an additional insured under this policy with respect to all operations or services performed under the contract or purchase order by the contractor(s) or subcontractor(s) thereof. (f) Certificate(s) of insurance evidencing (a), (b), (c), and (d) above will further stipulate: These policies shall not be cancelled, nor reduced in coverage, until after thirty (30) days written notice of such cancellation or reduction shall have been made to Owner at the address shown hereon. (g) The insurance evidence in (a), (b), (c), and (d) above shall be primary and not entitled to contribution from any insurance maintained by Owner. The certificates herein described shall be on file with Owner before any work is started under contract or goods or services provided under purchase order. Owner has the option to reduce or increase the Automobile Liability requirements in #12(b), the Comprehensive General Liability requirements in #12(c), or the Professional Liability requirements in #12(d) above for those contractors and vendors who meet criteria established per Owner's procedures. Contractor or vendor shall be notified in writing prior to the time of signing the contract in the event increased or reduced liability requirements are required.

**14. BONDS.** As a condition of this Contract, Owner reserves at all times the right to require Contractor to furnish a performance and separate payment bond, which shall provide a direct right of action against the surety by a claimant. Each such bond shall be in the sum equal to 100% of the contract price, shall be in form and substance satisfactory to Owner, and shall be underwritten by a surety company authorized to do and doing business in the state in which the Work is being performed. Unless otherwise provided for in the Contract Documents, the premium for the bond will be paid for by Contractor. Failure to furnish such bonds within thirty (30) days from demand will constitute a material default hereunder.

**15. INDEMNIFICATION.** – Contractor shall, to the fullest extent permitted by law, indemnify and defend Owner, its subsidiaries, affiliates, successors, or assigns, and their respective directors, officers, agents, and employees, and hold them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions, and all expenses (including attorneys' fees and disbursements) arising out of any negligent or wrongful act, error, or omission, or breach of contract, or infringement of any intellectual property right, by Contractor or any of its subcontractors or suppliers of any tier in connection with the performance of the Work hereunder; provided that nothing herein shall require Contractor to indemnify or hold harmless an indemnitee hereunder to the extent such claim is caused by the gross negligence of such indemnitee. The foregoing indemnity shall not negate or reduce any other right or obligation of indemnity that would otherwise exist as to any indemnitee hereunder. The foregoing indemnity shall include bodily injury and death of any employee of Contractor and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any applicable workers' compensation, disability benefits, or other similar employee benefits acts. Contractor further agrees that so much of the monies due under this Contract as

may be considered necessary by Owner may be retained by Owner until all such suits or claims for damages as aforesaid shall have been settled, unless Contractor presents satisfactory evidence of adequate insurance for same covering Owner and the other indemnitees as additional insureds.

**16. BUILDERS' RISK INSURANCE.** Owner will carry builders' risk insurance on material delivered to Owner's premises or to property adjacent thereto and intended for use on Owner's premises and on materials in place in the work. Owner and Contractor waive all rights against each other for damages caused by fire and other perils to the extent covered by builders' risk insurance, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

**17. CHANGES.** The terms of the Contract Documents shall not be modified without prior written authority from Owner, which it may withhold in its sole discretion. With respect to any changes requested by Owner, Contractor shall provide a detailed estimate of the cost and schedule impact of such change and shall not proceed with such changes until directed in writing to do so by Owner.

**18. TERMINATION FOR CAUSE.** If Contractor becomes insolvent, files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or fail to make prompt payments to subcontractors or suppliers, or if Contractor's workmen should leave the Work before its completion for any reason whatever or disregard the instructions of Owner, or should Contractor's work be impeded by strike or labor disruption by Contractor's employees, agents or servants, or otherwise violate any of the provisions of this contract, or violates any of the provisions of applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, including, without limitation, the Federal Occupational Safety and Health Act, or if Contractor fails to perform any of its obligations hereunder, then Owner, without prejudice to any other right or remedy and after giving the Contractor written notice, may terminate the engagement of Contractor hereunder and take immediate possession of the premises and of all materials, tools and appliances thereon, accept assignments, in its sole discretion, of any subcontract, and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payments until the Work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall then be paid to Contractor. If such expenses shall exceed such unpaid balance, Contractor shall pay the difference to Owner. The remedies provided in this Agreement in favor of Owner shall not be deemed its exclusive remedies but shall be in addition to all other remedies available at law or equity.

**19. TERMINATION FOR CONVENIENCE.** Owner may, at any time, terminate the Contract for its convenience and without cause. Upon receipt of notice from Owner of such termination, Contractor shall cease operations as directed by Owner, take actions necessary or that Owner may direct, for the protection and preservation of the Work, and, except for Work 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. In case of such termination for convenience, Owner shall pay Contractor for Work properly executed and direct and actual costs incurred by reason of the termination.

**20. ASSIGNMENTS AND SUBCONTRACTS.** Neither this Contract nor any interests therein shall be assigned or transferred by Contractor, nor shall any part of the work be subcontracted without Owner's written consent, which it may withhold in its sole discretion. If such written consent is granted by Owner, Contractor agrees that it is responsible for ensuring that all subcontractors maintain insurance coverages as specified herein (or as amended in writing by Owner) and comply with the terms and conditions contained in this document. Contractor hereby agrees that it will indemnify and hold harmless Owner should Contractor fail to ensure that subcontractor(s) maintains the required insurance(s) or comply with the terms and conditions of this document.

**21. SEPARATE CONTRACTS.** Owner reserves the right to enter into other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to Owner any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall be deemed an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in other contractor's work after the execution of its Work.

**22. LIENS.** No partial or final payment shall become due to Contractor until Contractor delivers to Owner, in a form acceptable to Owner, a complete waiver of right of lien (including from all of Contractor's subcontractors and suppliers) arising out of this contract for the material and labor included in the applicable payment, or at Owner's option receipts in full in lieu thereof and, if required in either case, an affidavit that so far as Contractor has knowledge or information, the waiver of right of lien and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a waiver of right of lien or receipt in full, furnish a bond satisfactory to Owner, to indemnify against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all money that Owner may pay, either voluntarily or involuntarily, in discharging such lien, including all costs and reasonable attorneys' fees.

**23. PAYMENTS.** Unless otherwise instructed, Contractor shall submit applications for payment in a form acceptable to Owner. Payments on Cost-Plus or Unit Price Contracts will be made in monthly installments, each installment equaling ninety percent (90%) of the value of materials in place and paid for, or in the discretion of Owner, of materials furnished, and ninety percent (90%) of labor performed and paid for, during the preceding month, and after receipt of a waiver of right of lien as set forth hereinabove. Payments on lump sum contracts will be made in monthly installments, each installment equaling ninety percent (90%) of the value of the percent of the work completed during the preceding month, but only after receipt of a waiver of right of lien, if required by Owner. No aggregate of payments for any trade, subdivision or subcontract shall exceed ninety percent (90%) of the amount for the item included in the schedule of values, which schedule shows the amount included in the contract for each such item, with the total of all items comprising and equaling the total contract price, and which schedule is to be agreed upon by Contractor and Owner, and copies submitted to Owner at time contract is awarded, or when requested by Owner.

Notwithstanding the preceding sentence, if any federal, state, or local law limits the retainage permitted to be withheld by Owner to an amount less than 90%, Owner shall withhold the maximum retainage permitted by law. The final payment shall be due and payable within ninety (90) days (or the maximum time permitted under applicable federal, state, or local law, if the maximum permitted time for payment is less than 90 days) after completion of the work to the satisfaction of Owner and the issuance of manufacturer's guarantee or surety bond if required herein, provided Contractor shall have furnished Owner satisfactory waiver of liens as provided in Section 22 hereof. In absence of such protection, final payment shall become due five (5) days after the expiration of the legal period of time for filing of liens, or the removal from record of any liens which may have been filed, whichever date is later. Payments shall be made only upon approval by the authorized representative of Owner.

**24. RIGHT TO AUDIT.** Whenever all or any part of the Work to be performed under this Contract and/or any changes that are made to a fixed price contract is to be paid for on a cost or a cost-plus basis, Contractor's correspondence, records, vouchers, insofar as the services performed or money expended under this Contract are concerned, will be opened to Owner's inspection and audit. Owner shall have access, at all reasonable times, to all of Contractor's records of every nature relating to the cost of the Work performed. Certified payroll records for time and cost shall be supplied at Owner's request and option. All contracts, contract changes, or purchase order amendments, indicating "advise price," "approximate cost," "cost-plus-a-fixed-fee," or "a price not to exceed a specified amount" are considered to include this "Right to Audit" clause. Owner must receive from Contractor, for all contracts, contract changes, or purchase order amendments executed on other than a fixed price basis, all hourly rates, and all other costs factors pertinent to the total cost, before the contract, contract change, or purchase order amendment is deemed binding. In the event Owner elects to exercise this "Right to Audit" clause, such audit of the Contractor's records shall be completed within six (6) months after the final billing is presented to Owner.

**25. FORCE MAJEURE.** Contractor shall not be liable for failure to perform the work on any obligation hereunder to the extent such failure to perform is due to government intervention, civil disruption, transportation difficulties and embargoes, unusually severe weather (designated as a 50-year storm or greater by the National Climate Data Center), fire, flood, earthquake or tornado, or third-party act or omission other than acts, omission or default of subcontractors, agents or servants of Contractor, or any other cause not specifically enumerated but similar in nature and beyond the reasonable control of the Contractor (each a "Force Majeure Event"). Strikes or other labor disruption by Contractor's employees, agents or servants or subcontractors shall not be Force Majeure Events. In the case of a Force Majeure Event, Contractor shall give prompt, written notice to Owner covering in detail the cause or causes as they occur, and provided further, that Contractor shall be obligated to continue the work as before when such cause or causes cease to exist. Contractor's only and exclusive remedy under this paragraph shall be an equitable extension in the completion date.

**26. DRUG AND ALCOHOL POLICY.** Federal Law, pursuant to the Drug-Free Workplace Act, requires federal contractors and federal grant recipients to establish and maintain drug-free awareness programs. Owner, for the well-being of its employees and in an effort to comply with the requirements of federal law, has established, implemented and maintained a drug and alcohol policy. Owner and Contractor recognize and understand that it is vital to the effectiveness of the drug and alcohol policy for contractors and subcontractors of Owner to abide by the requirements of said policy. Contractor, its employees, agents, representatives, and subcontractors shall strictly abide by the terms and requirements of Owner's drug and alcohol policy, a copy of which is available from Owner's Personnel Office.

**27. SAFETY RULES AND PROCEDURES.** Contractor, its employees, agents, representatives and subcontractors, shall strictly abide by the terms and requirements of Owner's "Safety Rules and Procedures for Contractors' Employees," a copy of which is available from Owner's Personnel Office.

**28. MISCELLANEOUS.** A. This Contract may not be modified or amended except by a writing signed by both parties. Only officers of Owner or its Purchasing Management may execute, modify, amend, or terminate this Contract on behalf of Owner. B. The terms of the Contract Documents and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Indiana. Owner and Contractor hereby expressly consent and submit to the exclusive jurisdiction of the courts of the State of Indiana. C. The Contract Documents constitute the entire agreement and understanding

between the parties with respect to the subject matter hereof and expressly supersede and revoke all other prior or contemporaneous promises, representations and assurances of any nature whatsoever with respect to the subject matter hereof. D. No waiver by Owner of any breach by Contractor of any provision of the Contract Documents or any failure by Owner to insist on strict performance by Contractor of any provision of the Contract Documents shall in any way be construed to be a waiver of any future or subsequent breach by Contractor or bar the right of Owner to insist on strict performance in the future by Contractor of the provisions of the Contract Documents. E. Contractor is an independent contractor and not an agent or employee of Owner. F. All trade secrets, inventions, or other proprietary information of Owner whether or not identified as such, received by Contractor prior to or during the course of this agreement, as well as all documents or information developed by Contractor in performing the work outlined in the drawings and specifications, are and shall remain strictly the exclusive property of Owner. Contractor shall not, at any time during the course of its work pursuant to this Agreement or at other time, either directly or indirectly, use for its own benefit or disclose to any other person or entity, any such documents or information. All works of authorship by Contractor are intended to be and shall be deemed "Works for Hire" within the Copyright laws and shall be the property of Owner. All such documents or information shall be returned to or turned over to Owner at the termination of Work under this Contract. Upon a breach or threatened breach of this section 28.F., Owner shall be entitled to seek immediate injunctive relief, in addition to any other remedy that it might otherwise have.

**29. 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 Purchase Order [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).

**30. CHOICE OF LAW.** All matters arising out of or relating to this Contract shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana, 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 Vanderburgh County in the State of Indiana 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.

**31. STANDARDS OF CONDUCT.** Each of the Contractor and Owner (the "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 Contract, 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 Contractor or Owner: 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 official capacity, including a decision to fail to perform his official functions with such government or instrumentalities, (ii) inducing such person to use his influence with such government or instrumentalities to affect or influence any act or decision thereof or (iii) securing any improper advantage. Contractor will comply with Owner's anticorruption policy, including any training requirements therein, or, in lieu of meeting such training requirements, demonstrate to Owner's satisfaction that Contractor maintains and follows an equivalent anticorruption compliance policy.

**32. PROHIBITION OF HUMAN TRAFFICKING.** By Contractor performing the Work or providing goods, services or other consideration to Owner or its designees, Contractor is affirmatively representing and warranting that it and its subcontractors do not, directly or indirectly, engage in or otherwise support human trafficking, including forced labor or procurement of commercial sex acts.

**33. ADDITIONAL TERMS AND CONDITIONS:** If Owner (defined on the face of the Order) is Accuride Wheels Solingen GmbH, Accuride Wheels Ebersbach GmbH, Accuride Wheels Europe & Asia GmbH, Accuride Wheels Ronneburg GmbH, or Kronprinz Unterstützungskasse GmbH, or any other affiliate of Accuride Corporation incorporated or domiciled in Germany, the terms set forth on Appendix A hereto are incorporated by reference as if set forth fully herein. If Owner (defined on the face of the Order) is Accuride Wheels Troyes S.A.S., or

any other affiliate of Accuride Corporation incorporated or domiciled in France, the terms set forth on Appendix B hereto are incorporated by reference as if set forth fully herein. If Owner (defined on the face of the Order) is Accuride Wheels (Shandong) Co., Ltd., or any other affiliate of Accuride Corporation incorporated or domiciled in China, the terms set forth on Appendix C hereto are incorporated by reference as if set forth fully herein. If Owner (defined on the face of the Order) is Accuride Wheels Bilecik Jant Sanayi Anonim Kirketi, or any other affiliate of Accuride Corporation incorporated or domiciled in Turkey, the terms set forth on Appendix D hereto are incorporated by reference as if set forth fully herein. If Owner (defined on the face of the Order) is Accuride Wheels RUSSIA, or any other affiliate of Accuride Corporation incorporated or domiciled in Russia, the terms set forth on Appendix E hereto are incorporated by reference as if set forth fully herein. In the event of any conflict between these Terms and the terms and conditions set forth on any applicable Appendix, the terms and conditions in such Appendix shall control.

## **APPENDIX A: ADDITIONAL TERMS AND CONDITIONS FOR GERMANY**

- A.** This Contract and any dispute or claim, including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of the Federal Republic of Germany. Each party irrevocably agrees that the courts located in the state in which Owner has its registered office shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
- B.** Unless otherwise required by the context, all references in the Terms to "federal," "state," or "local" law shall be construed to refer to the national, departmental, regional, provincial, federal, state, and local law of the Federal Republic of Germany. All requirements in the Terms to conform to international law shall include compliance with any relevant provisions of the law of the European Union.
- C.** Contractor shall comply with all applicable requirements of the European Union's General Data Protection Regulation and any applicable member state implementing legislation.

## **APPENDIX B: ADDITIONAL TERMS AND CONDITIONS FOR FRANCE**

- A.** This Contract and any dispute or claim, including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of the French Republic. Each party irrevocably agrees that the courts located in Düsseldorf, in the state of North Rhine-Westphalia, Germany, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
- B.** Unless otherwise required by the context, all references in the Terms to "federal," "state," or "local" law shall be construed to refer to the applicable national, departmental, regional, provincial, federal, state, and local law of the French Republic. All requirements in the Terms to conform to international law shall include compliance with any relevant provisions of the law of the European Union.
- C.** Contractor shall comply with all applicable requirements of the European Union's General Data Protection Regulation and any applicable member state implementing legislation.

## **APPENDIX C: ADDITIONAL TERMS AND CONDITIONS FOR CHINA**

- A.** Any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Contract or its subject matter or formation, may be referred by either party to binding arbitration in Evansville, Indiana, United States of America, under the arbitration rules of the AAA, by a single arbitrator agreed between the parties, or failing such agreement within thirty (30) days, by a panel of three arbitrators, of whom one shall be appointed by Contractor, one shall be appointed by Owner, and the third shall be appointed by the other two. The arbitration award shall be in writing and shall include a statement of findings of fact and conclusions of law for the award. The arbitrator(s) shall render any award in conformity with the law. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act or the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) in any court having jurisdiction. Nothing in this section shall prevent either party from resorting to judicial proceedings for interim relief if necessary to prevent serious and irreparable injury to such party. All proceedings (whether in court or arbitration) shall be in the English language.
- B.** Unless otherwise required by the context, all references in the Terms to "federal," "state," or "local" law shall be construed to refer to the applicable national, regional, provincial, departmental, state, and local law of the People's Republic of China.

## **APPENDIX D: ADDITIONAL TERMS AND CONDITIONS FOR TURKEY**

- A.** Any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Contract or its subject matter or formation, may be referred by either party to binding arbitration in Evansville, Indiana, United States of America, under the arbitration rules of the AAA, by a single arbitrator agreed between the parties, or failing such agreement within thirty (30) days, by a panel of three arbitrators, of whom one shall be appointed by Contractor, one shall be appointed by Owner, and the third shall be appointed by the other two. The arbitration award shall be in writing and shall include a statement of findings of fact and conclusions of law for the award. The arbitrator(s) shall render any award in conformity with the law. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act or the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) in any court having jurisdiction. Nothing in this section shall prevent either party from resorting to judicial proceedings for interim relief if necessary to prevent serious and irreparable injury to such party. All proceedings (whether in court or arbitration) shall be in the English language.
- B.** Unless otherwise required by the context, all references in the Terms to "federal," "state," or "local" law shall be construed to refer to the applicable national, regional, provincial, departmental, state, and local law of the Republic of Turkey.

## **APPENDIX E: ADDITIONAL TERMS AND CONDITIONS FOR RUSSIA**

- A.** Any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Contract or its subject matter or formation, may be referred by either party to binding arbitration in Evansville, Indiana, United States of America, under the arbitration rules of the AAA, by a single arbitrator agreed between the parties, or failing such agreement within thirty (30) days, by a panel of three arbitrators, of whom one shall be appointed by Contractor, one shall be appointed by Owner, and the third shall be appointed by the other two. The arbitration award shall be in writing and shall include a statement of findings of fact and conclusions of law for the award. The arbitrator(s) shall render any award in conformity with the law. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act or the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) in any court having jurisdiction. Nothing in this section shall prevent either party from resorting to judicial proceedings for interim relief if necessary to prevent serious and irreparable injury to such party. All proceedings (whether in court or arbitration) shall be in the English language.
- B.** Unless otherwise required by the context, all references in the Terms to "federal," "state," or "local" law shall be construed to refer to the applicable national, regional, provincial, departmental, state, and local law of the Russian Federation.