

•WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Workers' Compensation: In compliance with statutory requirements where the services are performed
Employers Liability: Limits of no less than \$1,000,000 per person and \$1,000,000 per accident and \$1,000,000 disease for all its employees engaged in the performance of Services

•AUTOMOBILE LIABILITY

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

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

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

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

ATI provides no warranty that the use of any Products may not infringe patent rights of others.
Any intellectual property, whether or not such intellectual property is protectable, developed by ATI in performance of its obligations under this Agreement will remain the sole and exclusive property of ATI and Buyer shall have no rights in such intellectual property.

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

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

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

30. GOVERNMENT CONTRACTS. This Agreement is for the sale of commercial product. ATI rejects any terms proposed by Buyer at any time which would require either ATI to comply with, or the Products provided hereunder to conform to, any federal government regulations or standards, including, but not limited to, Military or other Government Specifications, Federal Acquisition Regulations or other government procurement standards, unless otherwise expressly agreed.

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

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

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

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

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

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