

KAISER ALUMINUM ("KAISER" or "PURCHASER")

GENERAL TERMS AND CONDITIONS OF PURCHASE

The following terms and conditions apply to all goods and/or services purchased pursuant to a Kaiser Purchase Order (hereafter called "Purchase Order")

1. **PURCHASE ORDER TERMS:** This Purchase Order constitutes an offer to purchase, and not an acceptance of any offer to sell, the goods and any services described, which may be accepted only in accordance with its terms and without modification, addition, deletion or alteration. In the event Seller's quotation, sales proposal, sales order, acknowledgment, confirmation, invoice or other forms state terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. Neither Purchaser's subsequent lack of objection to any such terms, nor the acceptance of any goods or services, shall constitute or be deemed an agreement by Purchaser to any such terms. This Purchase Order, when properly signed by Purchaser and bearing an order number, is the only authorization which shall be recognized by Purchaser for charges to its account.
2. **CONFORMING GOODS:** Neither the quantity nor the quality of the goods delivered by Seller to Purchaser shall differ from those specified on the face of this Purchase Order or in the documents incorporated herein by reference, nor shall any other modifications of this Purchase Order be effective unless such changed quantity or other modification is first confirmed by Purchaser by written change order. Seller shall make no shipment of nonconforming goods unless first authorized in writing by Purchaser.
3. **WARRANTIES:** Seller warrants that the goods and any services covered hereby shall correspond with the description of the same on the face of this Purchase Order or in the documents incorporated herein by reference, shall conform to any applicable specifications or samples, shall be new and of the best quality unless otherwise specified, shall be free from defects in materials and workmanship, and shall be fit for the purpose for which they are furnished where Purchaser is relying on Seller's skill and judgment in selecting and providing the proper goods and services for Purchaser's specified use or requirements. Seller warrants that neither the goods nor any equipment Seller or Seller's agents bring onto Purchaser's premises shall contain any PCBs, and Seller must obtain Purchaser's separate written consent for any goods or such equipment to contain any other hazardous substances, including but not limited to ozone depleting substances, chlorinated organic compounds, lead, mercury and asbestos. Seller also warrants that the goods are free and clear of all liens and encumbrances whatsoever and that Seller has good and marketable title to the same. Seller agrees to defend and hold Purchaser harmless from and against any and all liens, encumbrances or other claims to the goods. The foregoing warranties of Seller are in addition to any other warranty or service guarantee offered by Seller or implied or provided by law.
4. **SHIPPING:** Seller shall suitably pack, mark and ship any goods purchased hereunder in accordance with any instructions from Purchaser and the requirements of common carriers so as to secure the lowest transportation costs and to prevent damage to the goods while in transit. Seller shall be liable for any increased shipping charges or damage to the goods due to its failure to comply.
5. **TIME:** Seller shall provide the goods and/or services at the times provided for herein. If Seller does not comply with Purchaser's delivery schedule, Purchaser at its sole option may either approve a revised schedule or may terminate the Purchase Order without liability to Seller and without prejudice to any other rights that Purchaser may have on account of Seller's default.
6. **INSPECTION AND TESTING:** Purchaser shall be entitled to inspect and test any goods purchased hereunder both before and after delivery thereof and under operating conditions if the goods are to be installed in Purchaser's plant or other operating facility. If upon inspection or testing, such goods or any portion thereof are found to be nonconforming, defective, of inferior quality or workmanship, or fail to meet any warranties or operating or other specifications contained herein or any other requirements of this Purchase Order, then without prejudice to any other rights or remedies which Purchaser may have, Purchaser may return the goods or any part thereof to Seller, and all amounts paid by Purchaser to Seller on account of the returned goods, together with any costs incurred by Purchaser in connection with the delivery, removal or return of such goods, shall be paid to Purchaser by Seller. Neither any inspection nor any failure to make inspection nor any acceptance of the goods shall release Seller from any of the warranties or other provisions of this Purchase Order nor impair Purchaser's right to reject nonconforming goods. Purchaser reserves the right, even after it has paid for and accepted the goods, to make claim against Seller on account of any goods which are defective or otherwise non-conforming, irrespective of Purchaser's failure to notify Seller of a rejection of nonconforming goods or revocation of acceptance or to specify with particularity any defect in nonconforming goods after rejection or acceptance. At any reasonable time, Seller shall permit Purchaser, its customers and regulatory authorities the right of access to all of Seller's facilities involved in the Purchase Order and to Seller's applicable records.
7. **PURCHASER'S PROPERTY:** Unless otherwise agreed to in writing, all tools, equipment or material of every description furnished to Seller by Purchaser or specifically paid for by Purchaser and any replacement thereof, or any material affixed or attached thereto, shall be and remain the personal property of Purchaser. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of Kaiser Aluminum," and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's Purchase 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 Purchaser and shall be subject to removal by Purchaser at Purchaser's written request in which event Seller shall prepare such Property for shipment and shall deliver to Purchaser in the same condition as originally received by Seller except for normal wear and tear.
8. **PATENTS, TRADE SECRETS, COPYRIGHTS AND TRADEMARKS:** Seller shall indemnify, defend and hold Purchaser (including its successors in interest) harmless from and against all claims arising out of any infringement of patents, copyrights, trademarks or other intellectual property arising out of Purchaser's purchase, use or sale of goods supplied under this Purchase Order, and to defend at Seller's expense, including reasonable attorneys' fees, any and all suits or actions, based on such claims.
9. **LIABILITY AND INDEMNIFICATION:** Seller shall indemnify, defend and hold Purchaser, its subsidiaries, its affiliated companies and the directors, officers, employees, agents and representatives (collectively, the "indemnified parties") or any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, without limitation, on account of personal injuries, including death, or property loss or damage (collectively, "claims") asserted against any of the indemnified parties or to others arising out of or in any manner connected with the purchase of any goods or services provided hereunder, and arising from the breach of this Purchase Order or caused by the negligent or willful act or omission to act of Seller, or a seller of Seller, or employees or invitees of either of them, and Seller shall, at its own expense, defend any and all actions based on such negligent or willful acts or omissions to act, and shall pay all charges or attorneys and all costs and other expenses arising out of these obligations of indemnification. Notwithstanding the foregoing, Seller shall indemnify the indemnified parties from any claims arising from personal injuries to any of Seller's employees or invitees except to the extent the injuries are caused by the willful misconduct or gross negligence of Purchaser or Purchaser's employees. Seller's obligations under this Article 9 and under Article 8 Patents, Trade Secrets, Copyrights and Trademarks shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this Purchase Order by completion, Purchaser Order termination or cancellation or any other manner.
10. **DEFAULT:** Purchaser reserves the right to terminate, without liability, all or any part of the undelivered portion of this Purchase Order for any breach by Seller of any of the terms hereof including warranties of Seller.
11. **CHANGES:** Purchaser may, at any time, in writing, make changes to the general scope of this Purchase Order. If any such change causes an increase or decrease in the cost of or time required for the delivery of any goods or services under this Purchase Order, an equitable adjustment shall be made to the price or delivery schedule, or both, and this Purchase Order shall be modified in writing accordingly.
12. **INSURANCE:** If Seller, either as principal or by agent or employee, enters upon the property of Purchaser in order to perform any work required by this Purchase Order, Seller agrees to maintain the following types of insurance coverage: (a) Worker's Compensation Insurance or qualification as a self-insurer to satisfy the laws of the state in which the work shall be performed; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$100,000 and Bodily Injury by Disease with limits of not less than \$10,000 per policy; (c) Commercial General Liability Insurance for personal injury and property damage, including contractual liability insurance, with combined limits of not less than \$1,000,000 per occurrence; and (d) Automobile Liability Insurance for personal injury and property damage with combined limits of not less than \$1,000,000 per occurrence. Seller's Worker's Compensation Insurance insurer or Seller, if self insured, agrees to waive all rights of subrogation against Purchaser except for claims caused by Purchaser's sole negligence. Also, Seller shall name Purchaser as an additional insured on its Commercial General Liability and Automobile policies. Seller's insurance shall be primary and without right of contribution of any other insurance carried by or on behalf of Purchaser. Upon Purchaser's request, Seller shall provide Purchaser with written certification, reasonably acceptable to Purchaser, of Seller's compliance with the requirements listed in this Article 12. The requirements in this Article 12 are separate and distinct from any other obligations of Seller under this Purchase Order.

13. **INDEPENDENT CONTRACTOR:** Seller is an independent contractor and not an employee or agent of Purchaser. Purchaser disclaims any right to control the manner of performance by Seller and Purchaser shall not control the manner of performance by Seller. Seller has no authority to direct or control the performance of any employee of Purchaser.
14. **ELECTRONIC COMMERCE:** At Purchaser's request, Purchaser and Seller shall facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Article and electronically transmitted shall be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party shall adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification shall be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.
15. **ENTIRE CONTRACT:** This Purchaser Order contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, proposals, agreements and understandings, whether written or oral, with respect thereto. No amendment, variance or change in the provisions of this Purchase Order shall be effective except in writing signed by the authorized representatives of the parties hereto.
16. **TAXES:** Seller's prices shall be exclusive of any governmental impost or duty and of any federal, state or local sales, use or excise taxes levied upon, or measured by, the sale, sales price, value or use of the goods to be supplied under this Purchase Order. Seller shall list separately in its pricing quotation(s) and on its invoice(s) any such impost, duty or tax lawfully applicable to any such goods which is payable by Purchaser and with respect to which Purchaser does not furnish Seller lawful evidence of exemption. Seller's price shall be deemed to include all other federal, state, local and other governmental taxes, imposts and duties.
17. **COMPLIANCE WITH LAW:** Seller shall comply with all applicable federal, state and local laws, ordinances and regulations, whether existing or hereafter enacted, in connection with its performance of this Purchase Order; and Seller warrants that all goods and services delivered hereunder shall so comply as of the date of delivery, while in the form, state and condition supplied.
18. **ASSIGNMENT AND SUBCONTRACTING:** Neither this Purchase Order nor any right or obligation hereunder shall be assigned or delegated by subcontract or otherwise in whole or in part by Seller without the prior written consent of Purchaser. Any attempted assignment without such prior written consent shall be void.
19. **WAIVER:** No waiver of any provision of this Purchase Order shall constitute a waiver of any other provision of this Purchase Order or of the same or any other provision in any other instance. No waiver shall be effective except in writing signed by the authorized representatives of the parties hereto.
20. **APPLICABLE LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the State where Purchaser's facility or office making the purchase is located without reference to principles regarding conflicts of laws. Any action brought in connection with this Purchase Order shall be brought in the state courts located in or federal courts with venue that includes the county where Owner's facility or office making the purchase is located, unless the parties shall mutually agree otherwise, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.
21. **SUPPLIER CODE OF CONDUCT:** Seller acknowledges that Purchaser has a Supplier Code of Conduct, the Supplier Code of Conduct is available on Purchaser's public website at www.kaiseraluminum.com and that Seller and Seller's employee and agents shall comply with Purchaser's Supplier Code of Conduct when conducting business with Purchaser.