

HOWMET SYSTEMS JAPAN- Supplemental Terms

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF SELLER'S GOODS IN ADDITION TO AGREEMENTS BETWEEN SELLER AND BUYER WHICH MAY HAVE BEEN EXECUTED BEFORE THE TERMS AND CONDITIONS HEREIN. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S FORMS OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER'S FORMS OR OTHERWISE.

1. Acceptance. Acceptance by Seller is subject to Buyer's agreement to all of the terms and conditions in this Supplemental Terms ("Supplement"). Should there any terms or conditions which differ from or are additional to those in the Supplement, the Supplement shall prevail. Seller objects to any terms or conditions which differ from, or are additional to, those stated herein and the Supplement may only be modified by a writing signed by Seller.

2. Delays. All delivery or shipping dates are estimates only. Seller will not be responsible for any delays in filling the order nor liable for any losses or damages resulting from such delays. The order will not be subject to cancellation for such delays.

3. Force Majeure. Seller will not be liable for delays in filling this order or failure in the performance of any of its obligations hereunder caused by accidents; labor disputes, disruptions, strikes or shortages of labor; shortages of materials, fuel or power; fires, floods or other acts of God; acts or omissions of Buyer, delays in transportation or lack of transportation facilities; priorities required, requested or granted for the benefit of the government; restrictions imposed by law or any rules or regulations thereunder; or any cause, whether similar to or dissimilar from those enumerated, beyond Seller's reasonable control.

4. Limited Warranty; Service Manual. Seller warrants to Buyer that a new Alcoa aluminium wheels for medium & heavy duty truck, trailer and bus wheel sold in Japan ("wheel") is free from defects in material and workmanship. Seller agrees, without charge and at the discretion of Seller, to either repair or replace a wheel that fails in normal use and service because of defects in material and workmanship. Wheels are warranted for 60 months from the date of manufacture as shown on the wheel. Seller does not warrant and will not repair or replace or make adjustment with respect to any wheel that has been subjected to misuse or abuse including the following: (a) using a tire that is oversized according to standards recommended by the Tire and Rim Association, Inc. in the U.S. or Japan Automotive Tire Association (JATMA); (b) loading the wheel beyond the applicable maximum wheel load as specified by Seller; (c) inflating beyond the applicable maximum as specified by Seller; (d) changing the original condition of the wheel by alteration or by subjecting it to any processing such as welding or straightening; (e) accidents, abnormal or severe operating conditions including without limitation tire fires, brake fires, severe brake system drags or seizures or running with a flat tire; (f) failure to follow maintenance on the wheel and other instructions and warnings set forth in the Alcoa Wheel Service Manual, Seller technical bulletins and other Seller literature. Recommended maintenance includes, without limitation, using proper torque, periodic cleaning, polishing, valve replacement, periodic inspection for damage, loose lug nuts and rim flange wear inspections and procedures; (g) nicks, scratches and other surface blemishes resulting from improper maintenance, cleaning, road debris, curbing, accident or operation; (h) rim flange wear (other than Dura-Flange®); or (i) damage due to cleaning with abrasives, abrasive brushes, steel wool, scouring pads, or strong chemicals (acids or alkaline). There is no warranty that the wheel shall be merchantable or fit for any particular purpose, nor is there any other warranty, express or implied, except such as is expressly set forth herein. Seller shall not be liable for any incidental or consequential damages for any breach of warranty, its liability and the purchaser's exclusive remedy being limited to repair or replacement of the wheel as stated in this limited warranty.

This limited warranty should be used in conjunction with the Alcoa Wheel Service Manual. The manual contains important safety information and warnings, and failure to read and understand this information may result in serious injury or death. If you do not have copies of the Alcoa Wheel Service Manual you may obtain copies free of charge <https://www.alcoawheels.com/alcoawheels/japan/jp/pdf/sales-order-acknowledgement-english.pdf> or by contacting Alcoa Wheel Products Japan Ltd. at (03) 5281-8093 or the address below:

Howmet Systems Japan Ltd.
7F Suda Building
3-1-5 Kandaogawamachi, Chiyoda-ku, Tokyo 101-0052

5. Limitation of Liability.

(a) Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective goods or breach of warranty is expressly limited to Seller's choice of: (i) the repair of non-conforming or defective goods; (ii) the replacement of non-conforming or defective goods with conforming goods at the Buyer's plant; or (iii) the repayment of that portion of the purchase price represented by non-conforming or defective goods. Such repair, replacement or repayment will be made only upon return of the non-conforming or defective goods, which may be returned at the cost of Seller only after inspection by Seller and receipt by Buyer of definite delivery instructions from Seller.

(b) In no event will Seller be liable for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of or relating to: (i) any breach of contract or warranty, tort (including negligence and strict liability), or other theories of law with respect to goods sold or services rendered by Seller, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming goods; (iii) breach of any other provision of these Terms and Conditions of Sale or any applicable agreement between the parties; or (iv) any claim of any kind arising out of or relating to any order or Seller's performance in connection therewith. In any event, Seller's liability arising out of these Supplemental Terms and any applicable agreement between the parties is limited to the purchase price of the goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Seller's goods, either alone or in combination with other products.

6. Indemnity. Buyer will release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns, from and against any liability (including without limitation liability for negligence or strict liability), demands, suits, penalties, fines, forfeitures, claims, losses, damages, suits and costs, regardless of the basis of liability or legal principle involved, which any or all of them may suffer, incur, be responsible for or pay as a result of or caused by, arising out of or relating to any act or omission of Buyer or its successors, assigns, agents, customers, representatives or employees. With respect to claims against Seller by Buyer's employees, Buyer agrees to, and herein does, expressly waive its immunity, as a complying employer under workers' compensation law, for any and all acts of negligence, whether passive or active, but only to the extent that such immunity would bar or affect recovery under or enforcement of this indemnification obligation. This waiver shall apply to any immunity conferred upon an employer by any applicable laws and regulations with respect to liability for claims asserted against a third party by an employee of Buyer. The obligations in this Section are in addition to Buyer's duty to provide insurance and shall not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Buyer under any employee benefit act.

7. Insurance. Buyer shall at all times carry sufficient, relevant insurance coverage to cover potential claims at its own expense.

8. Waiver. No provision hereof and no breach of any provision will be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

9. Assignment. No order may be assigned or transferred including but not limited by operation of law or change of control by Buyer without the prior written consent of Seller.

10. Severability. The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision.

11. Integration. These Supplement Terms, including Seller's attachments hereto and made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.

12. Anti-Social Forces.

(a) Definitions.

(i) In this Supplemental Terms, "Anti-Social Conduct" means: (a) a demand with violence ('-bouryoku-teki na youkyu kou'); (b) an unreasonable demand beyond legal responsibility; (an unjustifiable demand and conduct having no legal cause); (c) an action with the use of intimidating words or actions in relation to transactions; (d) an action to defame the reputation or interfere with the business of any Agent or any Lender by spreading rumor, using fraudulent means or resorting to force; or (e) other actions similar to any of the foregoing and "Anti-Social Group" ('-han-shakaiteki seijijoku') means: (a) an organized crime group ("bouryokudan", as defined in the Law relating to Prevention of Unjustifiable Acts by Gang Members of Japan) ("bouryokudan ni yoru futou na kou no boushi touni kansuru houritsu-"); (b) a member of an organized crime group ("bouriyokudan-in"); (c) a quasi-member of an organized crime group ('-bouryokudan jyun-kousei-in-'); (d) a related company or association of an organized crime group ('bouryokudan kankei kigyou'); (e) a racketeer ('-soukaiya') or blackmailer adopting social movement slogans ('-shakai undou nado hyoubou goro) or a member of another similar special intellectual violence group ('-tokushu chino bouryoku shudan-'); or (f) a member of another social force similar to any of the foregoing.

(b) Representations.

The Buyer represents that it nor its parent, subsidiaries, affiliates, directors and officers, employees or shareholders with 25% of the voting stocks (each, for the purposes of this Clause, a 'Related Party', and collectively the 'Related Parties') is classified as an Anti-Social Group or engages in Anti-Social Conduct, either by itself or through the use of third parties.

(c) Information Undertakings.

The Buyer shall deliver to the Seller such documents or information pertaining to the Related Parties (defined in 12 (b) herein) (including, without limitation, registered/principal/office/residential address/formal name/birth date) for the purposes of screening to identify Anti-Social Conduct and Anti-Social Groups and other related matters by the Seller.

(d) Termination.

If the Buyer falls within the members of an Anti-Social Group or engages in any Anti-Social Conduct, or makes any false statement regarding the representation/undertaking prescribed herein, the Seller may terminate this Supplement and the order made hereunder.

(e) Damage Claim.

Where any damage is incurred by the Buyer pursuant to the preceding 12(d) herein, the Buyer shall not make any claims on the Seller. Where any damage is incurred by the Seller pursuant to the preceding 12(d), the Buyer shall bear liabilities for such damage.

13. Compliance with laws.

Goods, services and information supplied under any order are subject to Buyer's compliance with all laws, including but not limited to, the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations and Japan and U.S. import and export laws and regulations and may be subject to other applicable countries' anti-corruption and export/import rules and regulations as well.

14. Applicable Law.

All orders, these Supplemental Terms and any applicable agreement between the parties will be governed by, and interpreted in accordance with, the laws of Japan. Seller and Buyer agree that any disputes or claims arising from or related to these Supplemental Terms, or any breach of these Supplemental Terms, shall be referred to Tokyo District Court as the court of exclusive jurisdiction of the first instance.