

## 1. APPLICABILITY:

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller named on the quotation or other documents provided with these Terms ("Seller") to the buyer named on the quotation or other documents provided with these Terms ("Buyer").

Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation or confirmation of sale (the "Sales Confirmation," and together with these Terms, the "Agreement"), if any, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Seller shall be bound by a purchase order only at the time Buyer confirms Seller's pricing, as set forth in Section 8. Any acknowledgment of receipt of an order or other document, whether styled as a confirmation of order or otherwise, shall not constitute an order confirmation or acceptance, except as set forth in Section 8. In the event that any local law requires Seller to actively reject a purchase order for such rejection to be effective, Seller shall give notice to Buyer of rejection within three (3) business days of receipt of the purchase order.

## 2. DELIVERY:

(a) The goods will be delivered within a reasonable time after confirmation of Seller's pricing by Buyer as set forth in Section 8, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller's shipping dock (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

**3. QUANTITY:** If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Confirmation or Purchase Order, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation or Purchase Order adjusted pro rata.

**4. SHIPPING TERMS:** Delivery shall be made FOB Delivery Point.

**5. TITLE AND RISK OF LOSS:** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Indiana Uniform Commercial Code.

**6. AMENDMENT AND MODIFICATION:** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

## 7. INSPECTION AND REJECTION OF NONCONFORMING GOODS:

(a) Buyer shall inspect the Goods within seven (7) days of receipt ("Inspection Period") for all visible and inspectable defects (e.g. dents, scratches, paint issues). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as [reasonably] required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the facility specified by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

## 8. PRICE:

(a) Buyer shall purchase the Goods from Seller at the price (the "Price") set forth in Seller's written confirmation that Buyer's purchase order is ready for shipment. Seller shall provide such written confirmation to Buyer prior to expected shipment. Buyer shall have fifteen calendar (15) days thereafter to either (i) cancel the order or (ii) proceed with the order at the price set forth in the confirmation. Buyer's failure to respond shall be treated as a decision to cancel the order. Seller's invoice to Buyer shall serve as written confirmation as described by this section for all orders requiring prepayment before delivery.

(b) All Prices are exclusive of all sales, use and excise taxes, tariffs, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, tariffs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

## 9. PAYMENT TERMS:

(a) Irrespective of any inspection period, Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice, unless otherwise agreed to in writing, always subject to Seller's sole discretion based on its judgment regarding Buyer's financial risk and payment history. Buyer shall make all payments hereunder by wire transfer, automated clearing house, or check and in US dollars, or in the currency set forth on the invoice submitted to Buyer by Seller.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for seven (7) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 10. WARRANTY:

(a) Seller's warranty policy is located on the Accuride Corporation website: <http://www accuridecorp.com/resources/>.

Click on box entitled "Warranty Information" or call (800) 869-2275 Option 1. Seller reserves the right, from time to time, to amend its warranty policy, provided, however, that any amendment to its policy shall only apply to goods purchased on or after the date of the amendment.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) Seller shall not be liable for a breach of the warranty set forth in Section 10(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller as set forth in the warranty policy; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) Seller shall not be liable for a breach of the warranty set forth in Section 10(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) THE REMEDIES SET FORTH IN THIS SECTION 10 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10.

## 11. LIMITATION OF LIABILITY:

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE

FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 11(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

**12. COMPLIANCE WITH LAW:** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

**13. TERMINATION:** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**14. WAIVER:** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**15. CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

**16. FORCE MAJEURE:** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from (i) acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, quarantine, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or (ii) the occurrence of a contingency (including, without limitation, material increases in Seller's costs), the non-occurrence of which was a basic assumption on with Seller's contract with Buyer was made.

**17. ASSIGNMENT:** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

**18. RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

**19. 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.

**20. STANDARDS OF CONDUCT:** Each of the Buyer and the Seller (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 Buyer or Seller: 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. Buyer will comply with Seller's anticorruption policy, including any training requirements therein, or, in lieu of meeting such training requirements, demonstrate to Seller's satisfaction that Buyer maintains and follows an equivalent anticorruption compliance policy.

**21. 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 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.

**22. NOTICES:** All notices, request, 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.

**23. 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.

**24. 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.

**25. 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.

**26. ADDITIONAL TERMS AND CONDITIONS:** If Seller (defined on the face of the Agreement) is Accuride Wheels Solingen GmbH, Accuride Wheels Ebersbach GmbH, Accuride Wheels Europe & Asia GmbH, Accuride Wheels Ronneburgh GmbH, or Kronprinz Unterstutzungskasse 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 Seller (defined on the face of the Agreement) 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 Seller (defined on the face of the Agreement) 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 Seller (defined on the face of the Agreement) 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 Seller (defined on the face of the Agreement) 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. Additional policies and procedures applicable to after-market sales are attached hereto as Appendix F and incorporated by reference as if set forth fully herein. These policies and procedures are subject to change from time to time in Seller's sole discretion. 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.** Any samples or prototypes requested by Buyer shall be at Buyer's expense.
- B.** Seller's Rules of Engagement Process and Controls (the "ROEs") are incorporated herein by reference. Seller reserves the right to modify the ROEs at any time in its sole discretion. Seller's ROEs may be found at [www.accuridecorp.com/terms-conditions/](http://www.accuridecorp.com/terms-conditions/).
- C.** To support Seller's customers with acceptable lead times and to optimize Seller's raw material planning, Buyer order volumes shall not deviate from those volumes forecasted by Buyer three (3) months prior to planned delivery. Seller applies its ROEs for such deviations but shall also have the right to reject any change to volume outside of this range.
- D.** This Agreement 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 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 Agreement or its subject matter or formation.
- E.** 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.
- F.** Buyer 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.** Any samples or prototypes requested by Buyer shall be at Buyer's expense.
- B.** Seller's Rules of Engagement Process and Controls (the "ROEs") are incorporated herein by reference. Seller reserves the right to modify the ROEs at any time in its sole discretion. Seller's ROEs may be found at [www.accuridecorp.com/terms-conditions/](http://www.accuridecorp.com/terms-conditions/).
- C.** To support Seller's customers with acceptable lead times and to optimize Seller's raw material planning, Buyer order volumes shall not deviate from those volumes forecasted by Buyer three (3) months prior to planned delivery. Seller applies its ROEs for such deviations but shall also have the right to reject any change to volume outside of this range.
- D.** This Agreement 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 commercial courts located in Troyes, in the department of Aube, France, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- E.** 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.
- F.** Buyer 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 Agreement 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 Seller, one shall be appointed by Buyer, 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.** Seller's Rules of Engagement Process and Controls (the "ROEs") are incorporated herein by reference. Seller reserves the right to modify the ROEs at any time in its sole discretion. Seller's ROEs may be found at [www.accuridecorp.com/terms-conditions/](http://www.accuridecorp.com/terms-conditions/).
- C.** To support Seller's customers with acceptable lead times and to optimize Seller's raw material planning, Buyer order volumes shall not deviate from those volumes forecasted by Buyer three (3) months prior to planned delivery. Seller applies its ROEs for such deviations but shall also have the right to reject any change to volume outside of this range.
- D.** 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 Agreement 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 Seller, one shall be appointed by Buyer, 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.** Seller's Rules of Engagement Process and Controls (the "ROEs") are incorporated herein by reference. Seller reserves the right to modify the ROEs at any time in its sole discretion. Seller's ROEs may be found at [www.accuridecorp.com/terms-conditions/](http://www.accuridecorp.com/terms-conditions/).
- C.** To support Seller's customers with acceptable lead times and to optimize Seller's raw material planning, Buyer order volumes shall not deviate from those volumes forecasted by Buyer three (3) months prior to planned delivery. Seller applies its ROEs for such deviations but shall also have the right to reject any change to volume outside of this range.
- D.** 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 Party claiming breach of the Agreement shall send the other Party a claim with supporting documents. The Parties shall set a fifty (50) calendar day period for consideration of claims and actions of pre-trial settlement of the dispute. In case of failure to settle such conflicts by way of negotiations, either party may pursue legal resolution as set forth in subsection (b) below. 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.
- B.** 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 Russian Federation, without giving effect to any conflict of laws rules, and each party irrevocably submits to the exclusive jurisdiction and venue of the Arbitration Court located in Republic of Tatarstan in Russian Federation 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.
- C.** Seller's Rules of Engagement Process and Controls (the "ROEs") are incorporated herein by reference. Seller reserves the right to modify the ROEs at any time in its sole discretion. Seller's ROEs may be found at [www.accuridecorp.com/terms-conditions/](http://www.accuridecorp.com/terms-conditions/).

**D.** To support Seller's customers with acceptable lead times and to optimize Seller's raw material planning, Buyer order volumes shall not deviate from those volumes forecasted by Buyer three (3) months prior to planned delivery. Seller applies its ROEs for such deviations but shall also have the right to reject any change to volume outside of this range.

**E.** 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.

**F.** The Goods shall be delivered subject to FCA Zainsk.

**G.** "Deliver" or "delivery" in this document refers to Seller making the Goods available for pickup by Buyer or its carrier. "Carrier" means the transportation company or other agent, or entity engaged by Buyer to pick up and transport Goods. As between Buyer and Seller, Buyer is solely responsible for transportation after pick from Seller's facility. Unless otherwise specified in Specifications hereto, the Seller undertakes to deliver the Goods within seven (7) calendar days from the moment of the Seller receives payment for the Goods.

**H.** In case of any claims related to the quality of the goods, the customer may contact the Quality Department or the Sales Department of Accuride wheels RUSSIA, Zainsk, for support.

**I.** This Agreement shall be governed by the Russian text for all purposes, and all information, correspondence, transactions and the like shall be made in the Russian language.

**J.** Appendix F does not apply to Russia.

**APPENDIX F: ADDITIONAL POLICIES AND PROCEDURES FOR AFTER-MARKET SALES**

**Contact Information**

- Customer Service number: (800) 626-7096
- Customer Service fax number: (812) 962-5436
- Technical Service number: (800) 869-2275, [Wheels #2], [Gunitite #3], [KIC (800) 488-5422]

**Standard Hours of Operation**

- Customer Service: 7:00am – 7:00pm Central Standard Time
- Accuride Aftermarket will periodically adjust operating hours, depending upon market conditions

**Product Offering**

Accuride Wheels, KIC Wheels, Gunitite Wheel-end and KIC Wheel-end product lines will be sold through the Accuride Aftermarket entity, regardless of the ship from location. You must be established as a distributor for the brand and product that you wish to order.

**Ship from Location for Standard Orders and Non-Express Trailer Loads**

<b>ACCURIDE DISTRIBUTION CENTERS</b>	
<b>Joliet ADC</b> 4050 Rock Creek Blvd Joliet, IL 60431	<b>Vancouver ADC</b> 3800 Fruit Valley Rd Vancouver, WA 98660
<b>London ADC</b> 31 Firestone Blvd London, Ontario NSW 6E6 Canada	

**Ship from Locations for Express Trailer Load Orders - Single Product Lines**

<b>ACCURIDE MANUFACTURING FACILITIES</b>	
<b>Accuride Aluminum Wheels</b> 1015 East 12th Street Erie, PA 16512	<b>Accuride Steel Wheels</b> 2315 Adams Lane Henderson, KY 42420
<b>Rockford (Gunitite) Wheel-ends</b> 411 Blackhawk Park Ave Rockford, IL 61104-7035	<b>Accuride de Mexico S.A.</b> Av. Norte America No 301 Parque Industrial Las Americas Autopista Monterrey-Laredo Km 31.5 Cienega de Flores, Nuevo Leon, Mexico 65550

Note - Accuride reserves the right to change the ship from location for any shipment

**Order Placement**

Accuride Aftermarket will only accept purchase orders sent via:

- EDI
- Fax
- E-mail

Orders placed while a customer's account is not in good standing will be held and not entered into the system or order queue. When the account returns to good standing, the order will be accepted/entered at that time and the lead time will start from the date of order acceptance. Shipments could be placed on credit hold if the customer's account is not in good standing. Once the account returns to good standing, the order will be scheduled for shipment.

**Shipping Policy - Backorders**

Order needs to indicate requested shipping procedure:

- Ship Complete: hold to ship with back orders
- Ship or Cancel: do not hold any back orders
- Ship Incomplete: ship backorders separately
- Please note that Accuride is not responsible for freight expenses for any backorder shipments that have been requested to ship separately from the initial qualifying prepaid order

**Order Modification**

- Purchase orders will not be modified for any reason (including ensuring a full trailer load) without

- written authorization from Accuride
- Order cancellation requests require pre-authorized approval from Accuride Sales

**Availability**

Contact your Accuride Sales Representative or Internal Sales for the latest lead-times.

**Prepaid Freight Minimums Mix/Match\***

- US customers - \$2,500 at invoice.
  - Canadian customers - \$5,000 at invoice.
  - Prepaid minimum on Gunitite Automatic Slack Adjuster only orders = 48 slacks.
  - STOCK part numbers leave warehouse within 48 hours.\*\*
  - STOCK and NON-STOCK part numbers will be shipped in one consolidated order; the part with the longest lead time will dictate the shipping date.
  - Want your STOCK and NON-STOCK order faster? If a customer wants items to ship sooner than the longest lead time (and the order satisfies the prepaid threshold), the order may be split one time only:
    - The available part numbers may ship prepaid and the balance of the order (longest lead time part number(s)) shipped freight collect; or,
    - The available part numbers may ship prepaid and the balance of the order (longest lead time part number(s)) may be added to a future order that qualifies for prepaid freight. The longest lead time item(s) value may not be used to satisfy the prepaid threshold for that future order.\*\*\*
  - The following P/Ns are sold in full pallet quantity.\*\*\*\*
    - 3922X, 3600A@, 3600A@X, 3687X, 3721A@X, 3800@X, 3807AX, G1201X, G1213X
    - 42644SP, 42644XP, 41362SP, 41362XP, 51408PKWHT21, 51487PKWHT21, 50409PKWHT21
    - 60000-018, 60000-018USA, 60001-018, 54248-018, 54201-108, 54293-018
- \* United States shipments exclude: Alaska and Hawaii. Canadian shipments exclude: Newfoundland, Labrador, Nunavut, Yukon, Northwest Territories, and Vancouver Island.
- \*\* Accuride reserves the right to adjust the standard lead time on Accuride and Gunitite stock. In that event the free freight offer will be based on the advertised lead time.
- \*\*\* The future order must be received within the longest part number's lead time.
- \*\*\*\* \$5 breakdown fee per part applied if not ordered in full pallet quantity.

**Expedited Shipping Program**

- Emergency orders must be received by 11:00 AM CST
- Customer Service representative will acknowledge the order, and subject to the availability of inventory, Accuride will use reasonable efforts to ship the order the same day
- Accuride will use reasonable efforts to ship orders received after 11:00 AM CST the following business day
- All orders placed will receive an expedited shipping charge of \$100/invoice which will appear as a separate line item charge
- Orders must be limited to no more than six pieces, except for service hardware

**Multiple Drop Program**

Multiple drops for Accuride and Gunitite branded trailer load orders – The first drop is free. There is a \$35 charge for each subsequent drop, with a maximum of three drops per shipment order (Example: A three (3) drop order will be charged \$70). All drop shipments must be within a 200-mile radius. All distributor and dealer warehouse drop ship locations must be under same ownership and captured in Accuride system. All distributor and dealer warehouse drop ship destinations must be in-route of each other. All drops must be approved in advance.

\*United States shipments exclude: Alaska and Hawaii. Canadian shipments exclude: Newfoundland, Labrador, Nunavut, Yukon, Northwest Territories, and Vancouver Island.

**Remittance**

Electronic payments e-mail: [ACC-CorporateAccountsReceivable@accuridecorp.com](mailto:ACC-CorporateAccountsReceivable@accuridecorp.com)

Federal Tax ID: 26-249-3124 DUNS #: 82-630-8350

**ACH Instructions**

Bank of America  
1401 Elm Street 2<sup>nd</sup> Floor  
Dallas, TX 75202

Routing Number (ACH): 071000039  
Account Number: 8670612578

**Wire Instructions**

Bank of America  
100 West 33<sup>rd</sup> Street  
New York, NY 10001

Routing Number (Wire): 026009593  
Account Number: 8670612578  
Swift Code: BOFAUS3N  
CHIPS Number: 0959

## Mailing Instructions for Check Payments

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### Regular Mail

Accuride Corporation  
P.O. Box 74008238  
Chicago, IL 60674-8238

### Express Mail

Bank of America  
Accuride Corporation 8238  
540 W Madison 4<sup>th</sup> Floor  
Chicago, IL 60661

### **Shipping/Invoice Discrepancy**

When a shipping or invoice discrepancy occurs, the customer should contact Customer Service at: (800) 626-7096 or (800) 488-5422. Explain the situation or reasons for the discrepancy to the Customer Service representative. In the event of a shipping discrepancy, the Customer Service representative will require the following documentation in order to process your claim:

- 1) Purchase order number
- 2) Part numbers and quantity
- 3) Debit memo or information on company letterhead

In the event of an overage, or incorrect parts, Accuride Aftermarket will forward to the customer a Return Material Authorization (RMA). The RMA helps to ensure proper handling of the product once it reaches Accuride Aftermarket. All returns to Accuride Aftermarket must be accompanied by an RMA. If the return is the result of a customer error, the customer will be responsible for the return freight expense. If the return is the result of an Accuride Aftermarket error, Accuride Aftermarket will be responsible for the return freight expense. Contact Accuride Aftermarket to determine the preferred carrier to ship the return. All returns for which Accuride Aftermarket has responsibility for the freight must ship via the carrier specified by Accuride Aftermarket. The customer will be charged for excess freight expenses for all returns not sent via the specified preferred carrier.

All claims must be in writing and reported within two weeks after receipt of material or invoice. Claims received beyond the two-week period will be refused.

### **Shipping Damage Claims**

Freight Prepaid Shipments - A claim for damage in transit must be made by the customer to Accuride Aftermarket Customer Service as soon as the damage is discovered, and in any event, no later than seven (7) days thereafter. Retain all boxes, cartons, package materials and damaged product for inspection. Accuride Aftermarket Customer Service will then make a claim to the carrier. Pictures are required of incident and parts for investigation.

Freight Collect - A claim for damage in transit must be made by the customer directly to the carrier/consignee as soon as the damage is discovered. Retain all boxes, cartons, package materials and damaged product for inspection by delivery carrier. Accuride Aftermarket is not liable for the condition of merchandise that has been handled by the consignee once the consignee has accepted the product from Accuride Aftermarket. Do not deduct the damaged product from your payment remittance.

### **Refused Shipments**

"Refused shipments" are not allowed.

### **Fuel Surcharges**

The freight carriers utilized by Accuride Aftermarket often impose fuel surcharges as a method of offsetting escalating fuel costs. Accuride Aftermarket reserves the right to impose a separate "fuel surcharge" line item on each invoice to offset this added expense.

Revision History

Date	Change Description	Changed By
03/25/2019	First draft of sales terms and conditions	Tim Kline
04/18/2019	Edited to include Alexander John's comments	Tim Kline on behalf of Alexander John
5/17/2019	Edited to include additional comments from Alexander John	Tim Kline
10/29/2019	Finalized	Tim Kline
11/18/2021	Edited	Tim Kline