

TimkenSteel Corporation Terms & Conditions of Sale

1. DEFINITIONS.

1.1 The following defined terms are used in these Terms and Conditions of Sale: (a) The collective terms and conditions described herein are referred to as the “**Agreement.**” (b) The products that are the subject of a sale from TimkenSteel to Buyer are referred to as the “**Products.**” (c) The services quoted or sold by TimkenSteel to Buyer are referred to as the “**Services.**” (d) Items of tangible property on which TimkenSteel performs Services or that result from Services, (e.g., a bar or tube on which TimkenSteel performs machining, heat-treating, boring or other services) are referred to as “**Service Items.**” (e) TimkenSteel Corporation or other TimkenSteel affiliate making the sale of Products or Services to Buyer is referred to as “**TimkenSteel.**” (f) The purchaser of the Products or Services is referred to as the “**Buyer.**”

2. AGREEMENT.

2.1 The terms and conditions that apply to and govern the sale of Products and Services by TimkenSteel to Buyer include and are limited exclusively to those contained in or expressly incorporated by (a) as applicable, TimkenSteel’s quotation, specification review and comments, acknowledgement or invoice, or a separate written sales, pricing, or similar agreement signed by an authorized representative of TimkenSteel (collectively, “TimkenSteel Sales Record”), (b) as applicable, TimkenSteel’s Terms and Conditions for the Sale, Manufacture and Shipping of Seamless Tubing or TimkenSteel’s Terms and Conditions for the Sale, Manufacture and Shipping of Bars, Billets, Ingots and Blooms, and (c) these Terms and Conditions of Sale, whether or not they are specifically referenced or incorporated in the TimkenSteel Sales Record. The terms and conditions of the TimkenSteel Sales Record are to be read, to the extent possible, as being consistent with these Terms and Conditions of Sale, but any irreconcilable conflict is to be resolved in favor of the TimkenSteel Sales Record.

2.2 TimkenSteel objects to terms and conditions that are additional to or different from those that are a part of the Agreement, and no additional or different term will be part of the Agreement unless expressly made so in a writing signed by an authorized representative of TimkenSteel. The preceding sentence excludes from the Agreement, among other things, (a) terms and conditions appearing on or referenced in Buyer’s purchase order or other similar document, other than the specifics of the transaction (e.g., part number and quantity) that coincide with the TimkenSteel Sales Record, (b) Buyer’s standard terms and conditions of purchase, (c) Buyer’s quality policy and other supplier policies, and (d) any terms related to the use of Buyer’s web site or supplier e-commerce site, even though it may be necessary for TimkenSteel to click an “accept,” “agree,” or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply.

2.3 No modification of the Agreement or waiver of any of its terms will be binding on TimkenSteel unless the modification or waiver is clearly expressed in writing and signed by an authorized representative of TimkenSteel. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

2.4 All orders, including new orders in the form of increases to existing orders, are subject to TimkenSteel’s acceptance. TimkenSteel will not be obligated to fulfill any request for Products or Services that Buyer is not also obligated to purchase. Buyer will be deemed to have accepted the Agreement by (a) assenting to the Agreement in writing, (b) placing an order for Products or Services, (c) accepting delivery or performance of all or any portion of the

Products or Services, (d) paying for all or any portion of the Products or Services, or (e) taking any other action evidencing Buyer’s acceptance of the benefits of the Agreement.

2.5 If TimkenSteel’s work on an order requires material from Buyer or a third party selected by Buyer, and TimkenSteel does not timely receive material that strictly conforms to TimkenSteel’s requirements, including with respect to chemical composition, physical properties and dimensions, TimkenSteel may delay performance of or cancel the order without liability, and Buyer shall compensate TimkenSteel for all Delay/Cancellation Costs (as defined in Section 9.1), including for costs incurred and time expended working on non-conforming material.

2.6 If the Agreement concerns Products for Original Equipment (OE) production, (a) the duration of TimkenSteel’s obligation to supply is limited to the time specified in a separate writing that is part of the Agreement or, if no time is specified, then for a reasonable time, and (b) TimkenSteel is not required to supply spot orders, low volume production or service parts.

2.7 If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify TimkenSteel of that fact and of any contract clauses that Buyer is obligated by law to include in its contracts for acquiring the Products or Services. No government contract clause will be included in the Agreement unless agreed to in a writing signed by an authorized representative of TimkenSteel.

3. PRICES AND TAXES.

3.1 No price quotation will remain effective for more than 30 days, unless the quotation expressly provides otherwise.

3.2 As used herein, “**Shipment Date**” means the date upon which TimkenSteel has completed the applicable order and made the Products available for shipment, regardless of the applicable delivery term.

3.3 If the Agreement concerns Products for OE production, the price applies only to Products used by Buyer in OE production, and TimkenSteel may charge a different price for the same Products produced in low volumes or used for service parts, spares, and the like.

3.4 The price does not include taxes, duties, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products or performance of the Services, all of which will be the responsibility of and paid by Buyer or, if required to be paid by TimkenSteel, then reimbursed to TimkenSteel by Buyer.

3.5 The price is based on TimkenSteel’s standard packaging for domestic U.S. shipments. Additional charges will apply for packaging for export shipments and for other special shipping or packaging requirements requested by Buyer. Buyer is responsible for the costs of purchasing reusable packaging and for the logistics and transportation costs associated with the return of reusable packaging.

3.6 Prices are based on and assume Buyer’s compliance with all of the terms and conditions of the Agreement, including, if applicable, a promise by Buyer to purchase a particular mix of Products or Services, a certain quantity of Products or Services, or a certain percentage of Buyer’s requirements for the Products and Services. The price for Services is based on and assumes the accuracy of all representations (formal and informal) made by Buyer concerning the circumstances and conditions in which and the material on which the Services will be performed. TimkenSteel may adjust prices if any of the forgoing assumptions proves incorrect.

3.7 TimkenSteel may pass through to Buyer, and Buyer shall accept, any price increase imposed by a supplier or sub-vendor that

Buyer requires TimkenSteel to use. Except to the extent Buyer and TimkenSteel have otherwise explicitly agreed in a separate signed writing, TimkenSteel may at any time adjust prices based on or apply a surcharge reflecting changes to energy costs, material costs, labor costs and exchange rates.

4. PAYMENT.

4.1 Payments are due net 30 days from the date of the invoice and must be made in the quoted currency or, if that is not determinable, then the local currency of the applicable TimkenSteel billing center. Buyer shall pay TimkenSteel's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by TimkenSteel.

4.2 TimkenSteel may suspend its performance or modify the payment terms in response to TimkenSteel's reasonable doubts as to Buyer's creditworthiness, evidence of which could include, among other things, a default under any of Buyer's major financing agreements, Buyer's inability to obtain financing, or a reduction in Buyer's credit rating by a major rating agency. The changes TimkenSteel may make include shortening the payment period or requiring advance payment. TimkenSteel shall notify Buyer in writing of any changes, and the changes may be made retroactive to include amounts then accrued but unpaid.

4.3 If Buyer fails to make a payment when due or if TimkenSteel reasonably deems itself to be insecure in respect of Buyer's ability to satisfy its payment obligations under the Agreement, TimkenSteel may, in addition to the actions described in Section 4.2, take one or more of the following actions: (a) cancel any outstanding orders, (b) withhold further deliveries of Products and performance of Services, and (c) declare all unpaid amounts for Products previously delivered and Services previously performed immediately due and payable. Buyer shall reimburse TimkenSteel for all costs of collection, including reasonable attorneys' fees, incurred as a result of Buyer's failure to make payments when due. The foregoing remedies are in addition to TimkenSteel's other rights and remedies under the Agreement and under applicable law, including Section 2-609 of the Uniform Commercial Code.

5. SHIPMENT AND DELIVERY.

5.1 Indicated or "promised" Delivery Dates, Shipment Dates and Completion Dates are estimates and assume, among other things, timely receipt from Buyer and others of any necessary information, conforming raw materials, and tooling, and of any required advance payment. TimkenSteel's failure to meet an indicated Delivery Date or Completion Date will not constitute a breach of the Agreement. (The "Delivery Date" is the date upon which TimkenSteel has satisfied the applicable Incoterms 2010 delivery obligation. The "Completion Date" is the date upon which TimkenSteel has substantially completed performing the Services that are the subject of an order.) TimkenSteel will be excused from any performance obligation to the extent its performance is prevented or delayed by a cause or event beyond its reasonable control, including an act of God, action of governmental authorities (valid or invalid), fire, flood, windstorm, explosion, riot, natural disaster, war, terrorism, sabotage, labor problems (including lockouts, strikes, slowdowns), failure of or inability to obtain power, material, labor, equipment or transportation, and a court or administrative injunction or order. If TimkenSteel's production or delivery is delayed, TimkenSteel may allocate production and delivery among its customers in a manner it deems reasonable.

5.2 The delivery term for Products and Service Items is ExWorks (EXW) the designated TimkenSteel authorized facility (Incoterms 2010). Risk of loss to Products, Service Items and other items shipped by TimkenSteel will transfer upon the Delivery Date. Risk of loss to Products, Service Items and other items returned by Buyer will pass to TimkenSteel no earlier than TimkenSteel's receipt and will not pass at all if TimkenSteel did not expressly authorize the return.

5.3 Unless otherwise provided in the Agreement, TimkenSteel may select the shipping method and carrier. TimkenSteel will not be liable for, and Buyer shall not assert against TimkenSteel or deduct from amounts owing to TimkenSteel, claims for delay,

breakage, loss or damage occurring after TimkenSteel has satisfied its delivery obligations. Buyer shall instead make all claims for any such loss or damage directly to the carrier or insurer, as appropriate.

5.4 Buyer is not entitled to reject or refuse to accept Products or Services unless they do not conform to the limited warranty provided in Section 7.1. Buyer shall, within 10 days following receipt of Products or Service Items, or completion of Services, as applicable, inspect the Products, Services and Service Items and notify TimkenSteel in writing of any nonconformity with the limited warranty, failing which Buyer will be deemed to have waived any nonconformity that was or could have been identified from such an inspection.

6. PROPERTY; FACILITIES.

6.1 Buyer is to be considered the owner of all tooling, dies and similar items (a) that Buyer owns and places in TimkenSteel's possession for the purpose of manufacturing the Products or providing the Services, or (b) that Buyer pays for as separate items on an order if Buyer and TimkenSteel specifically agree in writing that the tooling, dies or similar items will be owned by Buyer ("**Buyer Tooling**"). Buyer is responsible for paying for any necessary replacements of and repairs to the Buyer Tooling.

6.2 TimkenSteel assumes no obligation or liability with respect to the Buyer Tooling or any other property of Buyer to which TimkenSteel is not taking title, including tangible personal property of Buyer upon which TimkenSteel will be performing Services ("**Buyer Property**"), other than to exercise reasonable care. TimkenSteel is not obligated to segregate, label, protect, insure or take any other specific action with respect to managing and safeguarding Buyer Tooling or Buyer Property. Buyer accepts all risk of loss and damage to the Buyer Tooling and Buyer Property, except for loss or damage caused exclusively by TimkenSteel's negligence, and Buyer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Buyer hereby grants to TimkenSteel a security interest in the Buyer Tooling and Buyer Property to secure all amounts owed by Buyer to TimkenSteel. Buyer consents to TimkenSteel filing any documentation, including UCC financing statements, useful to perfecting the security interest.

6.3 TimkenSteel is to be considered the owner of all tooling, dies and similar items used by TimkenSteel in connection with the Products and Services, other than the Buyer Tooling ("**TimkenSteel Tooling**"). Buyer will not acquire any interest in the TimkenSteel Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Buyer in relation to Products, Services or the TimkenSteel Tooling.

6.4 TimkenSteel may use the TimkenSteel Tooling without restriction in any of its business operations, including in the manufacture of service parts or Service Items for the Products and the manufacture of products and provision of services for other customers. TimkenSteel may retain the TimkenSteel Tooling at the conclusion of the commercial relationship between TimkenSteel and Buyer with respect to the affected Products or Services.

6.5 Buyer shall provide suitable space, facilities, equipment and materials for any Services or other work to be performed by TimkenSteel at a location controlled by Buyer. The space, facilities and equipment must be suitable for the safe execution of the Services or other work.

7. LIMITED WARRANTY.

7.1 TimkenSteel warrants that, on the Shipment Date, the Products (a) will conform to any specifications explicitly identified on the face of TimkenSteel's quotation or acknowledgement or set forth explicitly in another document that is a part of the Agreement, and (b) will be free of defects in material and workmanship that would be discovered by following TimkenSteel's standards of manufacture and inspection at the time of manufacture. TimkenSteel warrants that the Services will be performed in a good and workmanlike manner in accordance with any specifications explicitly identified on the face of TimkenSteel's quotation or acknowledgement or set forth explicitly in another document that is part of the Agreement. **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND TIMKENSTEEL**

DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF DESIGN, PERFORMANCE OR PRODUCT LIFE, WARRANTIES OF COMPLIANCE WITH BUYER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 The limited warranty will be void upon any action inconsistent with the proper use and handling of the Products, Service Items or other results of Services, including (a) improper handling, transportation, modification or repair, (b) accident, abuse or improper use (including loading beyond the specified maximum), and (c) improper installation, lubrication or maintenance.

7.3 The limited warranty in Section 7.1 does not apply to Products supplied for testing and evaluation ("prototype parts"). Prototype parts are supplied "AS IS" without warranty of any kind. TimkenSteel will have no liability for any claims related to prototype parts, and Buyer shall indemnify, defend and hold TimkenSteel harmless from any such claims. TimkenSteel makes no warranty to those persons defined as consumers in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act.

8. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.

8.1 If a Product does not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy will be, at TimkenSteel's choice, repair or replacement of the nonconforming Product (EXW the designated TimkenSteel facility) or a credit of a fair amount not to exceed the price paid for the nonconforming Product. If an item of Services does not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy will be, at TimkenSteel's choice, for TimkenSteel to re-perform the nonconforming portions of the Services or issue a credit of a fair amount not to exceed the price paid with respect to the nonconforming portions of the Services. To be entitled to the exclusive remedy, Buyer must (a) submit the warranty claim to TimkenSteel within one year following the Shipment Date for Products or Completion Date for Services, as applicable (but no later than six weeks following the first discovery of a possible nonconformity), (b) return to TimkenSteel 100% or, if agreed by TimkenSteel, a lesser but still statistically relevant percentage of the Products or Service Items claimed to be defective, and (c) provide reasonable evidence in support of the warranty claim, including, if requested by TimkenSteel, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. The warranty claims limitation period for repaired or replaced Products and re-performed Services will expire at the same time as the original warranty claims limitation period.

8.2 The remedy described in Section 8.1 is Buyer's sole and exclusive remedy for a breach of the limited warranty and for any other claim relating to the Products and Services, regardless of the basis of Buyer's claim, whether it is in contract, tort, express or implied warranty, negligence, strict liability or otherwise, and regardless whether any damages were caused by TimkenSteel's negligence or by any defect in the Products or Services. Without limiting the generality of the preceding sentence, **TimkenSteel will not be liable for, and Buyer shall not assert, any of the following, whether or not due to TimkenSteel's negligence or due to a defect in the Products or Services, and regardless whether the basis is product warranty, delayed or incomplete delivery, negligence or any other cause: (a) consequential, incidental, indirect, special and punitive damages; (b) the cost of removing and reinstalling Products or Service Items, sending Products or Service Items to TimkenSteel for warranty inspection, and any other work performed on the Products or Service Items; (c) damage to or the cost of making adjustments or repairs to any mechanism, equipment or machinery in which the Products, Service Items or other items that were the subject of Services were installed; (d) loss of profits or revenue, loss of use, line shut-down, cost of capital, and cost of substituted product, facilities or services; and (e) claims of Buyer's customers or other third parties for damages or penalties, whether**

or not Buyer is legally obligated to pay them. This disclaimer and exclusion will apply even if the exclusive remedy described in Section 8.1 fails its essential purpose.

8.3 An action by Buyer to enforce a warranty claim, whether by court action, arbitration or other proceeding, will be barred unless commenced within one year following TimkenSteel's notification to Buyer of TimkenSteel's determination (for example, on the validity of the warranty claim or the availability or scope of the remedy) upon which Buyer's claim is based.

9. DELAYS, CHANGES AND CANCELLATIONS.

9.1 "**Delay/Cancellation Costs**" include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by TimkenSteel in connection with a requested delay or cancellation of an order for Products or Services. An "**Order**" includes a purchase order for a specific quantity or a release under a blanket purchase order. When TimkenSteel and Buyer operate on a rolling forecast basis, an "**Order**" includes the quantity of Products or Services scheduled for delivery or performance within the firm order period agreed to between TimkenSteel and Buyer.

9.2 Buyer is not entitled, without TimkenSteel's prior written consent (which may be withheld or conditioned in TimkenSteel's sole discretion) to delay a delivery of Products or performance of Services for all or any part of an Order. TimkenSteel may treat as a cancellation subject to Section 9.3 any proposed delay greater than 60 days. If TimkenSteel consents to the delay, Buyer shall pay a delay charge in an amount determined in TimkenSteel's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance.

9.3 Buyer is not entitled, without TimkenSteel's prior written consent (which may be withheld or conditioned in TimkenSteel's sole discretion) to cancel all or any part of an Order. If TimkenSteel consents to the cancellation, Buyer shall pay a cancellation charge in an amount determined in TimkenSteel's sole discretion to reflect all applicable Delay/Cancellation Costs. Upon payment of the cancellation charge, Buyer will be entitled to all un-disposed raw materials, work in process and finished Products, shipped at Buyer's expense.

9.4 If, having awarded a production program to TimkenSteel, Buyer or Buyer's customer delays or cancels the program prior to launch, cancels the program prior to the end of the originally contemplated duration, or resources the program to another supplier of the Products, then, in addition to any amounts owing under Section 9.2 or Section 9.3 and any price increase resulting from the application of Section 9.5, Buyer shall reimburse TimkenSteel for TimkenSteel's unrecoverable or increased investment costs, including the costs associated with capital equipment, tooling paid for by TimkenSteel, engineering costs and obsolete material. TimkenSteel may treat as a cancellation any program delay greater than ninety days.

9.5 Buyer is not entitled, without TimkenSteel's prior written consent (which may be granted or withheld in TimkenSteel's sole discretion) to make any changes to the design, material specifications, quality requirements, approved raw material suppliers or any other aspect of the Products or Services or their manufacture, performance or delivery. If TimkenSteel consents to such change, TimkenSteel may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to TimkenSteel. In addition to all other remedies available to it under applicable law, TimkenSteel may refuse to comply with any change to which TimkenSteel has not given its prior written consent and, if the Buyer proceeds with the change, may treat the change as a cancellation governed by Section 9.3.

10. **RESALE OF PRODUCTS.** Buyer may not resell, in their original form as received from TimkenSteel, any Products purchased from TimkenSteel unless Buyer is an authorized distributor of TimkenSteel's products or TimkenSteel has consented to Buyer reselling Products as service parts. TimkenSteel is not obligated to provide any technical or service support for any Products not purchased directly from TimkenSteel or from an authorized TimkenSteel distributor.

11. **TRACEABILITY.** If the Agreement obligates TimkenSteel to provide traceability on Products or Service Items, TimkenSteel's obligation with respect to Products and Service Items returned to TimkenSteel (a) is limited by the accuracy and completeness of the information provided by Buyer with respect to the returned Products and Service Items, and (b) will terminate if the return was not authorized in advance by TimkenSteel.

12. **BUSINESS CONDUCT.** Buyer represents that it has not made and promises that it shall not make any payment or gift to an employee or official of a government, political party or political candidate, government-owned or controlled company or public international organization to promote TimkenSteel's products or services or to promote or facilitate the business interests of TimkenSteel, or that otherwise would violate the U.S. Foreign Corrupt Practices Act or any other applicable Anti-Corruption or Anti-Bribery legislation.

13. **INTELLECTUAL PROPERTY.** Nothing in the Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of TimkenSteel's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or Services arising out of the efforts of TimkenSteel and Buyer will be owned exclusively by TimkenSteel, and Buyer shall reasonably cooperate with TimkenSteel in confirming that result. Buyer shall indemnify and defend TimkenSteel from all loss and liability resulting from or related to claims that design elements for the Products or Services that were provided by Buyer infringe the intellectual property rights of third parties.

14. **CONFIDENTIAL INFORMATION.** With respect to confidential information concerning the Products, the Services and the transactions subject to the Agreement that Buyer comes to know either through disclosure from TimkenSteel or otherwise, Buyer (a) shall not disclose the information to any third party, (b) shall not use the information for any purpose other than evaluation and use of the Products or Services, and (c) acquires no ownership, license or other interest in the information.

15. **INTERNATIONAL TRADE.**

15.1 Except as agreed or certified in a separate written instrument signed by TimkenSteel's Global Trade & Compliance department, TimkenSteel makes no representation with respect to the country of origin, qualification for duty preference or similar program, specific Harmonized Tariff Schedule Number, export jurisdiction, U.S. Munitions List category, Export Control Classification Number, or export authority of any Product or Service Item.

15.2 TimkenSteel retains all of its duty drawback rights, and any attempt by Buyer to transfer any such rights will be void.

15.3 (a) Unless TimkenSteel's Global Trade & Compliance department provides its prior written consent, having been given an opportunity to review and comment on all associated documentation, Buyer shall not, itself or by any freight forwarder, customs broker or other agent or third party under Buyer's direction or control, designate TimkenSteel as the U.S. Principal Party in Interest (as defined in the U.S. Foreign Trade Regulations, 15 CFR Part 30) or file the Electronic

Export Information with U.S. Bureau of Census ("EEI"). If Buyer files an EEI without the prior written consent required by the preceding sentence, then: (i) the EEI will be considered to have been made without TimkenSteel's authority or permission, and any false statements to the government will be considered to have been made by Buyer or its agent, as applicable, (ii) any affected transaction will be considered to be a routed export transaction, such that Buyer or its agent will be considered the U.S. Principal Party in Interest and exporter of record (as defined by the Foreign Trade Regulations and the Export Administration Regulations) for those transactions, (iii) Buyer shall assume all of the responsibilities of the exporter of record for any such transactions; and (iv) TimkenSteel will have no responsibility as the exporter of record.

(b) Buyer represents that it is not, and to the best of Buyer's knowledge, its customers, its customers' end-users and their agents are not, on the U.S. Government's Denied Parties List, the Unverified List, the Entity List, the Specially Designated Nationals List, or the Debarred List, and are not otherwise subject to any U.S. or other government sanction or restriction that would prohibit the sale or export by TimkenSteel of the Products, Services or technology that are the subject of the Agreement. When TimkenSteel so requests, Buyer shall provide all end-user and end-use information of which it is aware or which it could obtain with commercially reasonable efforts.

(c) Buyer shall comply strictly with all applicable U.S. export laws and regulations, including the Arms Export Control Act and the International Traffic in Arms Regulations, the Export Administration Regulations, and the various economic sanctions laws, regulations and executive orders administered by the Office of Foreign Asset Controls. Buyer shall assist TimkenSteel in complying and documenting compliance with those laws, regulations and executive orders.

15.4 Regardless of any statements on Buyer's purchase order or other documents to the contrary, TimkenSteel shall not be the importer of record (as that term is defined by U.S. law at 19 USC 1484, or equivalent provision of non-U.S. law) with respect to a transaction governed by the Agreement, unless otherwise expressly stated in a document signed by an authorized representative of TimkenSteel.

16. **MISCELLANEOUS.**

16.1 The words "include" and "including" are to be construed as if they were followed by "without limitation," unless the accompanying text or the context clearly requires otherwise.

16.2 No party may assign its rights or obligations under the Agreement without the other party's prior written consent, and any attempt to do so will be ineffective, except that TimkenSteel may, without Buyer's consent, assign and delegate its rights and obligations under the Agreement to one or more affiliates or to a third party in connection with a divestiture of the business with which the Agreement is associated. A corporate reorganization that does not result in a change of control or beneficial ownership with respect to the party's ultimate parent entity is not to be deemed an assignment.

16.3 The laws of the State of Ohio, U.S.A., excluding its choice of laws principles, govern all matters arising out of the Agreement. Both parties consent to the exclusive jurisdiction of the state and federal courts having authority over the territory of Stark County, Ohio, for the resolution of any dispute arising under the Agreement or the purchase or use of Products or Services. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

16.4 TimkenSteel's rights and remedies set forth in the Agreement are in addition to all legal and equitable rights and remedies available to TimkenSteel.