UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: **001-32312**

Novelis Inc.

(Exact name of registrant as specified in its charter)

Canada	**98-0442987**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
3550 Peachtree Road NE, Suite 1100 **Atlanta, GA**	**30326**
(Address of principal executive offices)	(Zip Code)

(404) 760-4000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ¨ No ☒

The registrant is a voluntary filer and is not subject to the filing requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934. However, the registrant has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ¨

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	¨	Accelerated filer	¨
Non-accelerated filer	☒	Smaller reporting company	¨
		Emerging growth company	¨

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ¨

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ¨ No ☒

APPLICABLE ONLY TO CORPORATE ISSUERS:

As of February 7, 2025, the registrant had 600,000,000 shares of common stock, no par value, outstanding. All of the registrant's outstanding shares were held indirectly by Hindalco Industries Ltd., the registrant's parent company.

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COMMONLY USED OR DEFINED TERMS

Term	Definition
Adjusted EBITDA	As defined in Note 16 – Segment, Geographical Area, Major Customer and Major Supplier Information
AluInfra	AluInfra Services SA
Alunorf	Aluminium Norf GmbH
ASC	FASB Accounting Standards Codification
ASU	FASB Accounting Standards Update
ERM	Enterprise Risk Management
Exchange Act	Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
fiscal 2007	Fiscal year ended March 31, 2007
fiscal 2013	Fiscal year ended March 31, 2013
fiscal 2016	Fiscal year ended March 31, 2016
fiscal 2020	Fiscal year ended March 31, 2020
fiscal 2022	Fiscal year ended March 31, 2022
fiscal 2023	Fiscal year ended March 31, 2023
fiscal 2024	Fiscal year ended March 31, 2024
fiscal 2025	Fiscal year ending March 31, 2025
fiscal 2026	Fiscal year ending March 31, 2026
Form 10-Q	Quarterly Report on Form 10-Q
FRP	Flat-rolled products
GAAP	Generally Accepted Accounting Principles
Kobe	Kobe Steel, Ltd.
kt	kilotonne (One kt is 1,000 metric tonnes)
LME	The London Metals Exchange
LMP	Local market premium
Logan	Logan Aluminum Inc.
MMBtu	One decatherm or 1 million British Thermal Units
OEM	Original equipment manufacturer
PET	Polyethylene terephthalate
RSUs	Restricted stock units
SARs	Stock appreciation rights
SEC	United States Securities and Exchange Commission
SG&A	Selling, general and administrative expenses
SOFR	Secured Overnight Financing Rate
Tri-Arrows	Tri-Arrows Aluminum Inc.
UAL	Ulsan Aluminum Ltd.
UBC	Used beverage can
U.S.	United States
U.K.	United Kingdom
VIE	Variable interest entity
2024 Form 10-K	Our Annual Report on Form 10-K for the fiscal year ended March 31, 2024, as filed with the SEC on May 6, 2024

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited).

Novelis Inc.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

in millions	Three Months Ended December 31, 2024	Three Months Ended December 31, 2023	Nine Months Ended December 31, 2024	Nine Months Ended December 31, 2023
Net sales	$ 4,080	$ 3,935	$ 12,562	$ 12,133
Cost of goods sold (exclusive of depreciation and amortization)	3,516	3,309	10,607	10,287
Selling, general and administrative expenses	179	189	543	545
Depreciation and amortization	142	139	423	406
Interest expense and amortization of debt issuance costs	66	73	210	228
Research and development expenses	25	24	75	72
Loss on extinguishment of debt, net	—	—	—	5
Restructuring and impairment expenses, net	6	26	46	33
Equity in net loss (income) of non-consolidated affiliates	1	6	(2)	(1)
Other (income) expenses, net	(4)	(6)	121	(35)
	3,931	3,760	12,023	11,540
Income before income tax provision	149	175	539	593
Income tax provision	39	54	150	159
Net income	110	121	389	434
Net income attributable to our common shareholder	$ 110	$ 121	$ 389	$ 434

See accompanying notes to the condensed consolidated financial statements.

Novelis Inc.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (unaudited)

in millions	Three Months Ended December 31, 2024	Three Months Ended December 31, 2023	Nine Months Ended December 31, 2024	Nine Months Ended December 31, 2023
Net income	$ 110	$ 121	$ 389	$ 434
Other comprehensive (loss) income:				
Currency translation adjustment	(217)	140	(101)	61
Net change in fair value of effective portion of cash flow hedges	28	10	(16)	(74)
Net change in pension and other benefits	(1)	(3)	(8)	(10)
Other comprehensive (loss) income before income tax effect	(190)	147	(125)	(23)
Income tax provision (benefit) related to items of other comprehensive (loss) income	1	5	(9)	(21)
Other comprehensive (loss) income, net of tax	(191)	142	(116)	(2)
Comprehensive (loss) income	(81)	263	273	432
Comprehensive loss attributable to noncontrolling interests, net of tax	—	(1)	(1)	(1)
Comprehensive (loss) income attributable to our common shareholder	$ (81)	$ 264	$ 274	$ 433

See accompanying notes to the condensed consolidated financial statements.

Novelis Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)

in millions, except number of shares	December 31, 2024	March 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 791	$ 1,309
Accounts receivable, net		
— third parties (net of allowance for credit losses of $6 and $7 as of December 31, 2024, and March 31, 2024, respectively)	1,944	1,760
— related parties	120	161
Inventories	2,924	2,515
Prepaid expenses and other current assets	220	152
Fair value of derivative instruments	110	45
Assets held for sale	6	1
Total current assets	6,115	5,943
Property, plant and equipment, net	6,493	5,741
Goodwill	1,071	1,074
Intangible assets, net	514	545
Investment in and advances to non-consolidated affiliates	879	905
Deferred income tax assets	150	143
Other long-term assets		
— third parties	260	274
— related parties	5	3
Total assets	$ 15,487	$ 14,628
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 29	$ 33
Short-term borrowings	1,019	759
Accounts payable		
— third parties	3,266	2,992
— related parties	249	280
Fair value of derivative instruments	192	144
Accrued expenses and other current liabilities	625	627
Total current liabilities	5,380	4,835
Long-term debt, net of current portion	4,997	4,866
Deferred income tax liabilities	221	253
Accrued postretirement benefits	517	559
Other long-term liabilities	289	305
Total liabilities	11,404	10,818
Commitments and contingencies		
Shareholder's equity:		
Common stock, no par value; Unlimited number of shares authorized; 600,000,000 shares issued and outstanding as of December 31, 2024, and March 31, 2024	—	—
Additional paid-in capital	1,108	1,108
Retained earnings	3,461	3,072
Accumulated other comprehensive loss	(496)	(381)
Total equity of our common shareholder	4,073	3,799
Noncontrolling interests	10	11
Total equity	4,083	3,810
Total liabilities and equity	$ 15,487	$ 14,628

See accompanying notes to the condensed consolidated financial statements. Refer to *Note 4 – Consolidation* *for information on our consolidated VIE.*

Novelis Inc.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

in millions	Nine Months Ended December 31, 2024	Nine Months Ended December 31, 2023
OPERATING ACTIVITIES		
Net income	$ 389	$ 434
Adjustments to determine net cash provided by operating activities:		
Depreciation and amortization	423	406
Gain on unrealized derivatives and other realized derivatives in investing activities, net	(17)	(34)
Loss on sale or disposal of assets, net	2	4
Non-cash restructuring and impairment charges	34	24
Loss on extinguishment of debt, net	—	5
Deferred income taxes, net	(26)	12
Equity in net income of non-consolidated affiliates	(2)	(1)
(Gain) loss on foreign exchange remeasurement of debt	(12)	14
Amortization of debt issuance costs and carrying value adjustments	10	8
Non-cash charges related to Sierre flooding	42	—
Other, net	4	3
Changes in assets and liabilities including assets and liabilities held for sale:		
Accounts receivable	(221)	(183)
Inventories	(486)	61
Accounts payable	245	(355)
Other assets	(66)	43
Other liabilities	(56)	(21)
Net cash provided by operating activities	$ 263	$ 420
INVESTING ACTIVITIES		
Capital expenditures	$ (1,175)	$ (960)
Proceeds from the sale of a business	—	2
(Outflows) proceeds from investment in and advances to non-consolidated affiliates, net	(9)	3
(Outflows) proceeds from the settlement of derivative instruments, net	(4)	9
Other	10	11
Net cash used in investing activities	$ (1,178)	$ (935)
FINANCING ACTIVITIES		
Proceeds from issuance of long-term and short-term borrowings	$ 268	$ 699
Principal payments of long-term and short-term borrowings	(123)	(604)
Revolving credit facilities and other, net	262	(281)
Debt issuance costs	(3)	(3)
Net cash provided by (used in) financing activities	$ 404	$ (189)
Net decrease in cash, cash equivalents and restricted cash	(511)	(704)
Effect of exchange rate changes on cash	(15)	(6)
Cash, cash equivalents and restricted cash – beginning of period	1,322	1,511
Cash, cash equivalents and restricted cash – end of period	$ 796	$ 801
Cash and cash equivalents	$ 791	$ 787
Restricted cash (included in other long-term assets)	5	14
Cash, cash equivalents and restricted cash – end of period	$ 796	$ 801
Supplemental Disclosures:		
Accrued capital expenditures	$ 303	$ 176
Leased assets obtained in exchange for new operating lease liabilities	14	7

See accompanying notes to the condensed consolidated financial statements.

Novelis Inc.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDER'S EQUITY (unaudited)

	Equity of our Common Shareholder						
	Common Stock						
in millions, except number of shares	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
Balance as of March 31, 2023	600,000,000	$ —	$ 1,208	$ 2,472	$ (238)	$ 12	$ 3,454
Net income attributable to our common shareholder	—	—	—	434	—	—	434
Currency translation adjustment included in other comprehensive (loss) income	—	—	—	—	61	—	61
Change in fair value of effective portion of cash flow hedges, net of tax benefit of $18 included in other comprehensive (loss) income	—	—	—	—	(56)	—	(56)
Change in pension and other benefits, net of tax benefit of $3 included in other comprehensive (loss) income	—	—	—	—	(6)	(1)	(7)
Balance as of December 31, 2023	600,000,000	$ —	$ 1,208	$ 2,906	$ (239)	$ 11	$ 3,886

	Equity of our Common Shareholder						
	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
Balance as of March 31, 2024	600,000,000	$ —	$ 1,108	$ 3,072	$ (381)	$ 11	$ 3,810
Net income attributable to our common shareholder	—	—	—	389	—	—	389
Currency translation adjustment included in other comprehensive (loss) income	—	—	—	—	(101)	—	(101)
Change in fair value of effective portion of cash flow hedges, net of tax benefit of $7 included in other comprehensive (loss) income	—	—	—	—	(9)	—	(9)
Change in pension and other benefits, net of tax benefit of $2 included in other comprehensive (loss) income	—	—	—	—	(5)	(1)	(6)
Balance as of December 31, 2024	600,000,000	$ —	$ 1,108	$ 3,461	$ (496)	$ 10	$ 4,083

	Equity of our Common Shareholder						
	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
Balance as of September 30, 2023	600,000,000	$ —	$ 1,208	$ 2,785	$ (382)	$ 12	$ 3,623
Net income attributable to our common shareholder	—	—	—	121	—	—	121
Currency translation adjustment included in other comprehensive (loss) income	—	—	—	—	140	—	140
Change in fair value of effective portion of cash flow hedges, net of tax provision of $6 included in other comprehensive (loss) income	—	—	—	—	4	—	4
Change in pension and other benefits, net of tax benefit of $1 included in other comprehensive (loss) income	—	—	—	—	(1)	(1)	(2)
Balance as of December 31, 2023	600,000,000	$ —	$ 1,208	$ 2,906	$ (239)	$ 11	$ 3,886

	Equity of our Common Shareholder						
	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
Balance as of September 30, 2024	600,000,000	$ —	$ 1,108	$ 3,351	$ (305)	$ 10	$ 4,164
Net income attributable to our common shareholder	—	—	—	110	—	—	110
Currency translation adjustment included in other comprehensive (loss) income	—	—	—	—	(217)	—	(217)
Change in fair value of effective portion of cash flow hedges, net of tax provision of $2 included in other comprehensive (loss) income	—	—	—	—	26	—	26
Balance as of December 31, 2024	600,000,000	$ —	$ 1,108	$ 3,461	$ (496)	$ 10	$ 4,083

See accompanying notes to the condensed consolidated financial statements.

1. BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

References herein to "Novelis," the "Company," "we," "our," or "us" refer to Novelis Inc. and its subsidiaries unless the context specifically indicates otherwise. References herein to "Hindalco" refer to Hindalco Industries Limited. Hindalco acquired Novelis in May 2007. All of the common shares of Novelis are owned directly by AV Minerals (Netherlands) N.V. and indirectly by Hindalco.

All tonnages are stated in metric tonnes. One metric tonne is equivalent to 2,204.6 pounds. One kt is 1,000 metric tonnes.

Organization and Description of Business

We produce aluminum sheet, plate and light gauge products for use in the packaging market, which includes beverage and food can and foil products, as well as for use in the automotive, transportation, aerospace, electronics, architectural, and industrial product markets. As of December 31, 2024, we had manufacturing operations in nine countries on four continents: North America, South America, Asia, and Europe, through 31 operating facilities, which may include any combination of hot or cold rolling, finishing, casting, or recycling capabilities. We have recycling operations in 14 of our operating facilities to recycle post-consumer aluminum, such as UBCs, and post-industrial aluminum, such as class scrap.

Basis of Presentation

The condensed consolidated balance sheet data as of March 31, 2024, was derived from the March 31, 2024, audited financial statements but does not include all disclosures required by U.S. GAAP. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with our audited consolidated financial statements and accompanying notes in our 2024 Form 10-K. Management believes that all adjustments necessary for the fair statement of results, consisting of normally recurring items, have been included in the unaudited condensed consolidated financial statements for the interim periods presented.

Consolidation Policy

Our condensed consolidated financial statements have been prepared in accordance with U.S. GAAP and include the assets, liabilities, revenues, and expenses of all wholly owned subsidiaries, majority-owned subsidiaries over which we exercise control, and entities in which we have a controlling financial interest or are deemed to be the primary beneficiary. We eliminate intercompany accounts and transactions from our condensed consolidated financial statements.

We use the equity method to account for our investments in entities that we do not control but have the ability to exercise significant influence over operating and financial policies. Consolidated net income attributable to our common shareholder includes our share of the net income (loss) of these entities. The difference between consolidation and the equity method impacts certain of our financial ratios because of the presentation of the detailed line items reported in the condensed consolidated financial statements for consolidated entities, compared to a two-line presentation of investment in and advances to non-consolidated affiliates and equity in net loss (income) of non-consolidated affiliates.

Supplier Finance Programs

The Company participates in supply chain finance programs under which participating suppliers may elect to sell some or all of their Novelis receivables to a third-party financial institution. Supplier participation in the programs is solely up to the supplier, and participating suppliers negotiate their arrangements directly with the financial institutions. On December 31, 2024, and March 31, 2024, confirmed supplier invoices that are outstanding and subject to the third-party programs included in accounts payable on the condensed consolidated balance sheets were $756 million and $612 million, respectively.

Use of Estimates and Assumptions

The preparation of our condensed consolidated financial statements in accordance with U.S. GAAP requires us to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. The principal areas of judgment relate to (1) impairment of goodwill; (2) actuarial assumptions related to pension and other postretirement benefit plans; (3) tax uncertainties and valuation allowances; and (4) assessment of loss contingencies, including environmental and litigation liabilities. Future events and their effects cannot be predicted with certainty, and accordingly, our accounting estimates require the exercise of judgment. The accounting estimates used in the preparation of our condensed consolidated financial statements may change as new events occur, more experience is acquired, additional information is obtained, and our operating environment changes. We evaluate and update our assumptions and estimates on an ongoing basis and may employ outside experts to assist in our evaluations. Actual results could differ from the estimates we have used.

Share Split

The Company filed articles of amendment, effective May 24, 2024, to subdivide the Company's 1,100 issued and outstanding common shares into 600,000,000 issued and outstanding common shares. There was no change to the number of authorized shares and the par value to each common share as a result of the articles of amendment.

All shares information included in the Company's balance sheets, statements of shareholder's equity, and the accompanying notes to the condensed consolidated financial statements has been retroactively adjusted to reflect the share split.

Recently Adopted Accounting Standards

In September 2022, the FASB issued ASU 2022-04, *Liabilities—Supplier Finance Programs (Topic 405-50): Disclosure of Supplier Finance Program Obligations* ("ASU 2022-04"). This ASU requires a buyer in a supplier finance program to disclose qualitative and quantitative information about its supplier finance programs, including the key terms of the program, the amount of obligations outstanding at the end of the reporting period, and a description of where those obligations are presented in the balance sheet. On April 1, 2023, the Company adopted ASU 2022-04, except for the amendment on roll-forward information, which is effective for fiscal years beginning after December 15, 2023. The adoption of this guidance resulted in enhanced disclosures regarding these programs (see Supplier Finance Programs above) and did not have a material impact on our consolidated financial condition, results of operations, or cash flows.

We did not adopt any new accounting pronouncements during the nine months ended December 31, 2024, that had a material impact on our consolidated financial condition, results of operations, or cash flows.

Recently Issued Accounting Standards (Not Yet Adopted)

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.* This ASU updates reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. This ASU is effective for all entities for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. We are currently evaluating this ASU to determine its impact on the Company's disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This ASU expands disclosures in an entity's income tax rate reconciliation table and disclosures regarding cash taxes paid both in the U.S. and foreign jurisdictions. This ASU is effective for all entities for fiscal years beginning after December 15, 2024. We are currently evaluating this ASU to determine its impact on the Company's disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. This ASU requires expanded, disaggregated expense disclosures. This ASU is effective for all entities for fiscal years beginning after December 15, 2026, and for interim periods within annual reporting periods beginning after December 15, 2027 as updated for in ASU 2025-01, *Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date* which clarified the interim reporting effective date of ASU 2024-03. Early adoption is permitted. The amendments will be applied prospectively with the option of retrospective application. We are currently evaluating this ASU to determine its impacts on the Company's disclosures.

There are no other recent accounting pronouncements pending adoption that we expect will have a material impact on our consolidated financial condition, results of operations, or cash flows.

2. RESTRUCTURING AND IMPAIRMENT

Restructuring and impairment expenses, net includes restructuring costs, impairments, and other related expenses or reversal of expenses. Restructuring and impairment expenses, net for the three and nine months ended December 31, 2024 and December 31, 2023 are as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Restructuring expenses, net	$ 6	$ 26	$ 29	$ 31
Impairment expenses	—	—	17	2
Restructuring and impairment expenses, net	$ 6	$ 26	$ 46	$ 33

Restructuring expenses, net for the three and the nine months ended December 31, 2024, include restructuring charges relating to the Buckhannon plant closure of $1 million and $20 million, respectively, which consisted primarily of charges for accelerated depreciation and employee-related restructuring expenses. Impairment charges for the nine months ended December 31, 2024 include $17 million of impairment charges related to the write-off of costs previously capitalized.

Restructuring expenses, net for the three and nine months ended December 31, 2023, include restructuring charges relating to the Clayton plant closure of $24 million, which consisted primarily of charges for accelerated depreciation and employee-related restructuring expenses.

3. INVENTORIES

Inventories consists of the following.

in millions	December 31, 2024	March 31, 2024
Finished goods	$ 641	$ 616
Work in process	1,307	1,158
Raw materials	695	451
Supplies	281	290
Inventories	$ 2,924	$ 2,515

4. CONSOLIDATION

Variable Interest Entity

The entity that has a controlling financial interest in a VIE is referred to as the primary beneficiary and consolidates the VIE. An entity is deemed to have a controlling financial interest and is the primary beneficiary of a VIE if it has both the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and an obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE.

Logan is a consolidated joint venture in which we hold 40% ownership. Our joint venture partner is Tri-Arrows. Logan processes metal received from Novelis and Tri-Arrows and charges the respective partner a fee to cover expenses. Logan is a thinly capitalized VIE that relies on the regular reimbursement of costs and expenses from Novelis and Tri-Arrows to fund its operations. Novelis is considered the primary beneficiary and consolidates Logan since it has the power to direct activities that most significantly impact Logan's economic performance, an obligation to absorb expected losses, and the right to receive benefits that could potentially be significant to the VIE.

Other than the contractually required reimbursements, we do not provide additional material support to Logan. Logan's creditors do not have recourse to our general credit. There are significant other assets used in the operations of Logan that are not part of the joint venture, as they are directly owned and consolidated by Novelis or Tri-Arrows.

The following table summarizes the carrying value and classification of assets and liabilities owned by the Logan joint venture and consolidated in our condensed consolidated balance sheets.

in millions	December 31, 2024	March 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 9	$ 4
Accounts receivable, net	8	10
Inventories	128	142
Prepaid expenses and other current assets	7	8
Total current assets	152	164
Property, plant and equipment, net	92	104
Goodwill	12	12
Deferred income tax assets	36	36
Other long-term assets	3	4
Total assets	$ 295	$ 320
LIABILITIES		
Current liabilities:		
Accounts payable	$ 133	$ 135
Accrued expenses and other current liabilities	29	34
Total current liabilities	162	169
Accrued postretirement benefits	105	121
Other long-term liabilities	2	2
Total liabilities	$ 269	$ 292

5. INVESTMENT IN AND ADVANCES TO NON-CONSOLIDATED AFFILIATES AND RELATED PARTY TRANSACTIONS

Included in the accompanying condensed consolidated financial statements are transactions and balances arising from business we conducted with our equity method non-consolidated affiliates.

Alunorf

Alunorf is a joint venture investment between Novelis Deutschland GmbH, a subsidiary of Novelis, and Speira GmbH. Each of the parties to the joint venture holds a 50% interest in the equity, profits and losses, shareholder voting, management control, and rights to use the production capacity of the facility. Alunorf tolls aluminum and charges the respective partner a fee to cover the associated expenses.

UAL

UAL is a joint venture investment between Novelis Korea Ltd., a subsidiary of Novelis, and Kobe. UAL is a thinly capitalized VIE that relies on the regular reimbursement of costs and expenses from Novelis and Kobe. UAL is controlled by an equally represented board of directors in which neither entity has sole decision-making ability regarding production operations or other significant decisions. Furthermore, neither entity has the ability to take the majority share of production or associated costs over the life of the joint venture. Our risk of loss is limited to the carrying value of our investment in and inventory-related receivables from UAL. UAL's creditors do not have recourse to our general credit. Therefore, UAL is accounted for as an equity method investment, and Novelis is not considered the primary beneficiary. UAL currently produces flat-rolled aluminum products exclusively for Novelis and Kobe. As of December 31, 2024, Novelis and Kobe both hold a 50% interest in UAL. During the three and nine months ended December 31, 2024, we made additional contributions to UAL in the amount of $6 million and $18 million, respectively. During the three and nine months ended December 31, 2023, we made contributions to UAL in the amount of $11 million and $18 million, respectively.

AluInfra

AluInfra is a joint venture investment between Novelis Switzerland SA, a subsidiary of Novelis, and Constellium SE. Each of the parties to the joint venture holds a 50% interest in the equity, profits and losses, shareholder voting, management control, and rights to use the facility.

The following table summarizes the results of operations of our equity method non-consolidated affiliates in the aggregate and the nature and amounts of significant transactions we have with our non-consolidated affiliates. The amounts in the table below are disclosed at 100% of the operating results of these affiliates.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Net sales	$ 371	$ 345	$ 1,171	$ 1,135
Costs and expenses related to net sales	365	359	1,145	1,121
Income tax provision (benefit)	1	(6)	6	2
Net income (loss)	$ 5	$ (8)	$ 20	$ 12
Purchases of tolling services from Alunorf	$ 72	$ 65	$ 224	$ 223

The following table describes related party balances in the accompanying condensed consolidated balance sheets. We had no other material related party balances with non-consolidated affiliates.

in millions	December 31, 2024	March 31, 2024
Accounts receivable, net — related parties	$ 120	$ 161
Other long-term assets — related parties	5	3
Accounts payable — related parties	249	280

Transactions with Hindalco

We occasionally have related party transactions with Hindalco. During the three and nine months ended December 31, 2024, we recorded net sales of less than $1 million and $1 million, respectively, between Novelis and Hindalco related primarily to sales of equipment and other services. During the three and nine months ended December 31, 2023, we recorded net sales of less than $1 million and $1 million, respectively, between Novelis and Hindalco related primarily to sales of equipment and other services. As of December 31, 2024, and March 31, 2024, there was $1 million and $2 million, respectively, of outstanding accounts receivable, net — related parties net of accounts payable — related parties related to transactions with Hindalco.

6. DEBT

Debt consists of the following.

in millions	December 31, 2024				March 31, 2024		
	Interest Rates[(1)]	Principal	Unamortized Carrying Value Adjustments[(2)]	Carrying Value	Principal	Unamortized Carrying Value Adjustments[(2)]	Carrying Value
Short-term borrowings	6.21 %	$ 1,019	$ —	$ 1,019	$ 759	$ —	$ 759
Floating rate Term Loans, due September 2026	5.98 %	741	(3)	738	746	(4)	742
Floating rate Term Loans, due March 2028	6.48 %	481	(4)	477	485	(5)	480
3.25% Senior Notes, due November 2026	3.25 %	750	(4)	746	750	(6)	744
3.375% Senior Notes, due April 2029	3.375 %	518	(6)	512	540	(7)	533
4.75% Senior Notes, due January 2030	4.75 %	1,600	(16)	1,584	1,600	(18)	1,582
3.875% Senior Notes, due August 2031	3.875 %	750	(7)	743	750	(8)	742
China Bank Loans, due August 2027	2.75 %	47	—	47	53	—	53
China Loan, due September 2027	2.80 %	14	—	14	—	—	—
China Loan, due November 2027	2.70 %	21	—	21	—	—	—
China Loan, due December 2027	2.60 %	21	—	21	—	—	—
Sierre Loan, due October 2027	0.95 %	110	—	110	—	—	—
Finance lease obligations and other debt, due through December 2031	4.53 %	13	—	13	23	—	23
Total debt		$ 6,085	$ (40)	$ 6,045	$ 5,706	$ (48)	$ 5,658
Less: Short-term borrowings		(1,019)	—	(1,019)	(759)	—	(759)
Less: Current portion of long-term debt		(29)	—	(29)	(33)	—	(33)
Long-term debt, net of current portion		$ 5,037	$ (40)	$ 4,997	$ 4,914	$ (48)	$ 4,866

(1) Interest rates are the stated rates of interest on the debt instrument (not the effective interest rate) as of December 31, 2024, and therefore exclude the effects of related interest rate swaps and accretion and amortization of debt issuance costs related to refinancing transactions and additional borrowings. We present stated rates of interest because they reflect the rate at which cash will be paid for future debt service, except for the Sierre loan, for which interest is assessed in arrears.
(2) Amounts include unamortized debt issuance costs, fair value adjustments, and debt discounts.

Principal repayment requirements for our total debt over the next five years and thereafter using exchange rates as of December 31, 2024, for our debt denominated in foreign currencies are as follows (in millions).

As of December 31, 2024	Amount
Short-term borrowings and current portion of long-term debt due within one year	$ 1,048
2 years	1,508
3 years	192
4 years	468
5 years	519
Thereafter	2,350
Total	$ 6,085

Short-Term Borrowings

As of December 31, 2024, our short-term borrowings totaled $1,019 million, which consisted of $805 million of borrowings on our ABL Revolver, $200 million in short-term Brazil loans, and $14 million in short-term China loans (CNY 100 million). The weighted average interest rate on the short-term borrowings was 6.21% and 5.78% as of December 31, 2024, and March 31, 2024, respectively.

Term Loan Facility

In September 2023, Novelis amended the Term Loan facility and borrowed $750 million of term loans (the "2023 Term Loans"). The proceeds of the 2023 Term Loan were used to repay the previously issued term loans due January 2025 (the "2020 Term Loans"). The 2023 Term Loans mature on September 25, 2026, are subject to 0.25% quarterly amortization payments and accrue interest at SOFR plus 1.65%.

In accordance with ASC 470, Debt, the amendment was accounted for as a partial extinguishment of the 2020 Term Loans, whereby $482 million of the $750 million outstanding at the time of the transaction was deemed an extinguishment and $268 million was deemed a modification of debt. As a result of this transaction, we recorded a loss on extinguishment of debt of $5 million in the second quarter of fiscal 2024.

In April 2024, the Company amended the Term Loan facility. The amendment made certain changes that provide the Company with additional flexibility to operate its business. The Term Loan facility was further amended in December 2024. The amendment made certain changes to provide the Company's parent, AV Minerals (Netherlands) N.V., with additional flexibility with respect to investments and collateral requirements.

As of December 31, 2024, we were in compliance with the covenants of our Term Loan facility.

ABL Revolver

In April 2024, the Company amended the ABL Revolver facility. The amendment made certain changes to provide the Company with additional flexibility to operate its business, including with relation to fees on obligations denominated in foreign currencies. The ABL Revolver facility was further amended in December 2024. The amendment made certain changes to provide the Company's parent, AV Minerals (Netherlands) N.V., with additional flexibility with respect to investments and collateral requirements.

As of December 31, 2024, we had $805 million in borrowings under the ABL Revolver and were in compliance with its debt covenants. We utilized $62 million of the ABL Revolver for letters of credit. We had availability of $660 million on the ABL Revolver, including $213 million of remaining availability that can be utilized for letters of credit.

Senior Notes

The Senior Notes are guaranteed, jointly and severally, on a senior unsecured basis, by Novelis Inc. and certain of its subsidiaries. The Senior Notes contain customary covenants and events of default that will limit our ability and, in certain instances, the ability of certain of our subsidiaries to incur additional debt and provide additional guarantees; pay dividends or return capital beyond certain amounts and make other restricted payments; create or permit certain liens; make certain asset sales; use the proceeds from the sales of assets and subsidiary stock; create or permit restrictions on the ability of certain of Novelis' subsidiaries to pay dividends or make other distributions to Novelis or certain of Novelis' subsidiaries, as applicable; engage in certain transactions with affiliates; enter into sale and leaseback transactions; designate subsidiaries as unrestricted subsidiaries; and consolidate, merge, or transfer all or substantially all of our assets and the assets of certain of our subsidiaries. During any future period in which either Standard & Poor's Ratings Group, Inc. or Moody's Investors Service, Inc. have assigned an investment grade credit rating to the Senior Notes and no default or event of default under the indenture has occurred and is continuing, certain of the covenants will be suspended. The Senior Notes include customary events of default, including a cross-acceleration event of default. The Senior Notes also contain customary call protection provisions for our bondholders that extend through November 2023 for the 3.25% Senior Notes due November 2026, through April 2024 for the 3.375% Senior Notes due April 2029, through January 2025 for the 4.75% Senior Notes due January 2030, through August 2026 for the 3.875% Senior Notes due August 2031, and through January 2027 for the 6.875% Senior Notes due January 2030, which were issued in January 2025 as further discussed in Note 17 – Subsequent Events.

As of December 31, 2024, we were in compliance with the covenants of our Senior Notes.

China Loans

In the second quarter of fiscal 2025, we borrowed $14 million (CNY 100 million) of bank loans. The China Loan, due September 2027 matures on September 20, 2027, is subject to monthly interest payments, and accrues interest at China Loan Prime Rate less 0.55%. The loan amount is due in full at the maturity date.

In the third quarter of fiscal 2025, we borrowed $21 million (CNY 150 million) of bank loans. The China Loan, due November 2027 matures on November 20, 2027, is subject to monthly interest payments, and accrues interest at China Loan Prime Rate less 0.40%. The loan amount is due in full at the maturity date.

Additionally, in the third quarter of fiscal 2025, we borrowed $21 million (CNY 150 million) of bank loans. The China Loan, due December 2027 matures on December 16, 2027, is subject to quarterly interest payments, and accrues interest at China Loan Prime Rate less 0.50%. The loan amount is subject to annual principal payments determined by the debt agreement, with the final payment due at the maturity date.

Sierre Loan

In the third quarter of fiscal 2025, we borrowed $110 million (CHF 100 million) from the Banque Cantonale du Valais in order to fund the recovery of our Sierre facility after it flooded in June 2024 (the "Sierre Loan"). Subject to final ratification under Swiss law, the Sierre Loan will mature on October 29, 2027, is subject to quarterly interest payments, and accrues interest at the Swiss Average Rate Overnight plus a spread of 0.50%. The loan amount is due in full at the maturity date. All interest on the Sierre Loan is payable by the Canton of Valais, the local Swiss governmental body where the Sierre facility is located, as part of the Canton’s post-flood recovery efforts in the area.

7. SHARE-BASED COMPENSATION

During the nine months ended December 31, 2024, we granted 1,703,504 Hindalco phantom RSUs and 1,445,434 Hindalco SARs. Total share-based compensation (benefit) expense was $(1) million and $25 million for the three and nine months ended December 31, 2024, respectively. Total share-based compensation expense was $13 million and $27 million for the three and nine months ended December 31, 2023, respectively. As of December 31, 2024, the outstanding liability related to share-based compensation was $35 million.

The cash payments made to settle all Hindalco SAR liabilities were $11 million and $5 million in the nine months ended December 31, 2024, and 2023, respectively. Total cash payments made to settle RSUs were $15 million and $13 million in the nine months ended December 31, 2024, and 2023, respectively. As of December 31, 2024, unrecognized compensation expense related to the non-vested Hindalco SARs (assuming all future performance criteria are met) and the RSUs was $7 million and $15 million, respectively. The unrecognized expense related to the non-vested Hindalco SARs and the RSUs is expected to be recognized over weighted average periods of 1.3 years and 1.4 years, respectively.

8. POSTRETIREMENT BENEFIT PLANS

The Company recognizes actuarial gains and losses and prior service costs in the condensed consolidated balance sheet and recognizes changes in these amounts during the year in which changes occur through other comprehensive (loss) income. The Company uses various assumptions when computing amounts relating to its defined benefit pension plan obligations and their associated expenses (including the discount rate and the expected rate of return on plan assets). Net actuarial gains and losses are amortized over periods of 15 years or less, which represent the group's average future service life of the employees or the group's average life expectancy.

Components of net periodic benefit cost for all of our postretirement benefit plans are shown in the table below.

	Pension Benefit Plans		Other Benefit Plans	
	Three Months Ended December 31,		Three Months Ended December 31,	
in millions	2024	2023	2024	2023
Service cost	$ 6	$ 6	$ 1	$ 1
Interest cost	18	19	2	2
Expected return on assets	(20)	(20)	—	—
Amortization — losses (gains), net	2	—	(1)	(1)
Amortization — prior service credit, net	—	—	(1)	(1)
Net periodic benefit cost(1)	$ 6	$ 5	$ 1	$ 1

	Pension Benefit Plans		Other Benefit Plans	
	Nine Months Ended December 31,		Nine Months Ended December 31,	
	2024	2023	2024	2023
Service cost	$ 17	$ 17	$ 2	$ 2
Interest cost	55	57	5	5
Expected return on assets	(58)	(59)	—	—
Amortization — losses (gains), net	3	(1)	(2)	(2)
Amortization — prior service credit, net	(1)	(1)	(3)	(3)
Net periodic benefit cost(1)	$ 16	$ 13	$ 2	$ 2

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(1) Service cost is included within cost of goods sold (exclusive of depreciation and amortization) and selling, general and administrative expenses, while all other cost components are recorded within other (income) expenses, net.

The average expected long-term rate of return on all plan assets is 6.3% in fiscal 2025.

Employer Contributions to Plans

For pension plans, our policy is to fund an amount required to provide for contractual benefits attributed to service to date and amortize unfunded actuarial liabilities typically over periods of 15 years or less. We also participate in savings plans in Canada and the U.S., as well as defined contribution pension plans in the U.S., the U.K., Canada, Germany, Italy, Switzerland, and Brazil. We contributed the following amounts to all plans.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Funded pension plans	$ 4	$ 2	$ 27	$ 23
Unfunded pension plans	3	4	11	11
Savings and defined contribution pension plans	14	14	46	44
Total contributions	$ 21	$ 20	$ 84	$ 78

During the remainder of fiscal 2025, we expect to contribute an additional $11 million to our funded pension plans, $6 million to our unfunded pension plans, and $15 million to our savings and defined contribution pension plans.

9. CURRENCY LOSSES (GAINS)

The following currency losses are included in other (income) expenses, net in the accompanying condensed consolidated statements of operations.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
(Gains) losses on remeasurement of monetary assets and liabilities, net	$ (58)	$ 43	$ (34)	$ 39
Losses (gains) recognized on balance sheet remeasurement currency exchange contracts, net	59	(36)	38	(27)
Currency losses, net	$ 1	$ 7	$ 4	$ 12

10. FINANCIAL INSTRUMENTS AND COMMODITY CONTRACTS

The following tables summarize the gross fair values of our financial instruments and commodity contracts as of the periods presented.

	December 31, 2024				
	Assets		Liabilities		Net Fair Value
in millions	Current	Noncurrent[1]	Current	Noncurrent[1]	Assets / (Liabilities)
Derivatives designated as hedging instruments:					
Cash flow hedges					
Metal contracts	$ 37	$ 6	$ (36)	$ —	$ 7
Currency exchange contracts	1	—	(61)	(9)	(69)
Energy contracts	—	1	(2)	—	(1)
Interest rate swap contracts	—	—	—	(3)	(3)
Net investment hedges					
Currency exchange contracts	12	—	—	—	12
Total derivatives designated as hedging instruments	$ 50	$ 7	$ (99)	$ (12)	$ (54)
Derivatives not designated as hedging instruments:					
Metal contracts	$ 40	$ 3	$ (51)	$ (1)	$ (9)
Currency exchange contracts	20	—	(42)	—	(22)
Total derivatives not designated as hedging instruments	$ 60	$ 3	$ (93)	$ (1)	$ (31)
Total derivative fair value	$ 110	$ 10	$ (192)	$ (13)	$ (85)

	March 31, 2024				
	Assets		Liabilities		Net Fair Value
	Current	Noncurrent[1]	Current	Noncurrent[1]	Assets / (Liabilities)
Derivatives designated as hedging instruments:					
Cash flow hedges					
Metal contracts	$ 3	$ —	$ (56)	$ (2)	$ (55)
Currency exchange contracts	4	1	(13)	—	(8)
Energy contracts	1	—	(4)	—	(3)
Interest rate swap contracts	—	—	—	(2)	(2)
Total derivatives designated as hedging instruments	$ 8	$ 1	$ (73)	$ (4)	$ (68)
Derivatives not designated as hedging instruments:					
Metal contracts	$ 30	$ —	$ (53)	$ (1)	$ (24)
Currency exchange contracts	6	—	(17)	—	(11)
Energy contracts	1	—	(1)	—	—
Total derivatives not designated as hedging instruments	$ 37	$ —	$ (71)	$ (1)	$ (35)
Total derivative fair value	$ 45	$ 1	$ (144)	$ (5)	$ (103)

(1) The noncurrent portions of derivative assets and liabilities are included in other long-term assets and other long-term liabilities, respectively, in the accompanying condensed consolidated balance sheets.

Metal

We use derivative instruments to preserve our conversion margins and manage the timing differences associated with metal price lag. We use over-the-counter derivatives indexed to the LME (referred to as our "aluminum derivative forward contracts") to reduce our exposure to fluctuating metal prices associated with the period of time between the pricing of our purchases of inventory and the pricing of the sale of that inventory to our customers, which is known as "metal price lag." We also purchase forward LME aluminum contracts simultaneously with our sales contracts with customers that contain fixed metal prices. These LME aluminum forward contracts directly hedge the economic risk of future metal price fluctuations to better match the selling price of the metal with the purchase price of the metal. The volatility in LMPs also results in metal price lag.

Price risk arises due to fluctuating aluminum prices between the time the sales order is committed and the time the order is shipped. We identify and designate certain LME aluminum forward purchase contracts as cash flow hedges of the metal price risk associated with our future metal purchases that vary based on changes in the price of aluminum. These contracts are undesignated, with an average duration of one year.

Price risk exposure arises due to the timing lag between the LME based pricing of raw material aluminum purchases and the LME based pricing of finished product sales. We identify and designate certain LME aluminum forward sales contracts as cash flow hedges of the metal price risk associated with our future metal sales that vary based on changes in the price of aluminum. Generally, such designated exposures do not extend beyond three years in length. The average duration of those contracts is less than one year.

In addition to aluminum, we entered into LME copper and zinc forward contracts, as well as LMP forward contracts. As of December 31, 2024, and March 31, 2024, the fair value of these contracts represented a liability of $8 million and a liability of $6 million, respectively. These contracts are undesignated, with an average duration of one year.

The following table summarizes our notional amount.

in kt	December 31, 2024	March 31, 2024
Hedge type		
Purchase (sale)		
Cash flow sales	(853)	(755)
Not designated	(208)	(306)
Total, net	(1,061)	(1,061)

Foreign Currency

We use foreign exchange forward contracts and cross-currency swaps to manage our exposure to changes in exchange rates. These exposures arise from recorded assets and liabilities, firm commitments, and forecasted cash flows denominated in currencies other than the functional currency of certain operations.

We use foreign currency contracts to hedge expected future foreign currency transactions, which include capital expenditures. These contracts cover the same periods as known or expected exposures. We had total notional amounts of $1.1 billion and $1.0 billion in outstanding foreign currency forwards designated as cash flow hedges as of December 31, 2024, and March 31, 2024, respectively.

During the current fiscal year, we entered into forward contracts to hedge our investments in our European operations. The effective portion of changes in the fair value of the derivative is included in Other comprehensive (loss) income under Currency translation adjustments. The excluded portion of gain or loss on derivatives is included in other (income) expenses, net. We had a total notional amount of $251 million in outstanding foreign currency forwards designated as net investment hedges as of December 31, 2024.

As of December 31, 2024, and March 31, 2024, we had outstanding foreign currency exchange contracts with a total notional amount of $1.3 billion and $1.5 billion, respectively, to primarily hedge balance sheet remeasurement risk, which were not designated as hedges. Contracts representing the majority of this notional amount will mature by the first quarter of fiscal 2026 and offset the remeasurement impact.

Interest rate

We use interest rate swaps to partially manage our exposure to changes in the SOFR interest rate, which impacts our variable-rate debt. As of December 31, 2024, and March 31, 2024, we had interest rate swaps in place to convert $400 million of our variable rate exposure to a weighted average fixed rate of 4.4%. These interest rate swaps, designated as cash flow hedges, are effective from September 2023 through March 31, 2027.

Energy

We use natural gas forward purchase contracts to manage our exposure to fluctuating energy prices in North America. We had a notional amount of 6 million MMBtu designated as cash flow hedges as of December 31, 2024, and the fair value was a liability of less than $1 million. There was a notional amount of 7 million MMBtu of natural gas forward purchase contracts designated as cash flow hedges as of March 31, 2024, and the fair value was a liability of $3 million. As of December 31, 2024, we had a notional amount of less than 1 million MMBtu forward contracts that were not designated as hedges, and the fair value was an asset of less than $1 million. As of March 31, 2024, we had a notional amount of less than 1 million MMBtu and the fair value was a liability of less than $1 million. The average for all natural gas contracts is one year in length.

We use diesel fuel forward purchase contracts to manage our exposure to fluctuating fuel prices in North America and Europe. In North America, we had a notional amount of 4 million gallons designated as cash flow hedges as of December 31, 2024, and the fair value was a liability of $1 million. There was a notional amount of 6 million gallons designated as cash flow hedges as of March 31, 2024, and the fair value was a liability of less than $1 million. As of December 31, 2024, we had a notional amount of 2 million gallons not designated as hedges, and the fair value was an asset of less than $1 million. As of March 31, 2024, we no notional amount that were not designated as hedges. In Europe, as of December 31, 2024, we had a notional amount of less than 1 million metric tonnes not designated as hedges, and the fair value was a liability of less than $1 million. As of March 31, 2024, we had a notional amount of less than 1 million metric tonnes of forward contracts that were not designated as hedges, and the fair value was an asset of less than $1 million. The average duration for all diesel fuel contracts is one year in length.

(Gain) Loss Recognition

The following table summarizes the (gains) losses associated with the change in fair value of derivative instruments not designated as hedges and the excluded portion of designated derivatives recognized in other (income) expenses, net. (Gains) losses recognized in other line items in the condensed consolidated statement of operations are separately disclosed within this footnote.

	Three Months Ended December 31		Nine Months Ended December 31	
in millions	2024	2023	2024	2023
Derivative instruments not designated as hedges				
Metal contracts	$ 2	$ (17)	$ 17	$ (42)
Currency exchange contracts	59	(38)	39	(31)
Energy contracts[(1)]	2	1	4	—
Loss (gain) recognized in other (income) expenses, net	63	(54)	60	(73)
Derivative instruments designated as hedges				
(Gain) loss recognized in other (income) expenses, net[(1)]	(1)	1	(3)	(1)
Total loss (gain) recognized in other (income) expenses, net	$ 62	$ (53)	$ 57	$ (74)
Losses (gains) recognized on balance sheet remeasurement currency exchange contracts, net	$ 59	$ (36)	$ 38	$ (27)
Realized losses (gains) on change in fair value of derivative instruments, net	21	(2)	53	(51)
Unrealized (gains) losses on change in fair value of derivative instruments, net	(18)	(15)	(34)	4
Total loss (gain) recognized in other (income) expenses, net	$ 62	$ (53)	$ 57	$ (74)

(1) Amount includes forward market premium/discount excluded from hedging relationship and releases to income from accumulated other comprehensive loss on balance sheet remeasurement contracts.

The following tables summarize the impact on accumulated other comprehensive loss and earnings of derivative instruments designated as cash flow hedges. Within the next 12 months, we expect to reclassify $57 million of losses from accumulated other comprehensive loss to earnings, before taxes.

	Amount of Gain (Loss) Recognized in Other comprehensive (loss) income (Effective Portion)			
	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Cash flow hedging derivatives				
Metal contracts	$ 32	$ 6	$ (96)	$ 78
Currency exchange contracts	(101)	40	(102)	22
Energy contracts	1	(4)	(2)	(5)
Interest rate swap contracts	7	(8)	1	(7)
Total cash flow hedging derivatives	$ (61)	$ 34	$ (199)	$ 88
Net investment derivatives				
Currency exchange contracts	16	—	9	—
Total	$ (45)	$ 34	$ (190)	$ 88

Gain (Loss) Reclassification

	Amount of Gain (Loss) Reclassified from Accumulated other comprehensive loss into Income/(Expense) (Effective Portion)				
	Three Months Ended December 31,		Nine Months Ended December 31,		Location of Gain (Loss) Reclassified from Accumulated other comprehensive loss into Earnings
in millions	2024	2023	2024	2023	
Cash flow hedging derivatives					
Energy contracts(1)	$ (2)	$ —	$ (8)	$ (3)	Cost of goods sold (exclusive of depreciation and amortization)
Metal contracts	—	1	—	3	Cost of goods sold (exclusive of depreciation and amortization)
Metal contracts	(75)	23	(154)	166	Net sales
Currency exchange contracts	(4)	5	(6)	12	Cost of goods sold (exclusive of depreciation and amortization)
Currency exchange contracts	—	—	—	1	Selling, general and administrative expenses
Currency exchange contracts	(5)	(5)	(11)	(14)	Net sales
Currency exchange contracts	—	(1)	(2)	(3)	Depreciation and amortization
Interest rate swap contracts	—	1	2	1	Interest expense and amortization of debt issuance costs
Total	$ (86)	$ 24	$ (179)	$ 163	Income before income tax provision
	23	(6)	47	(43)	Income tax provision (benefit)
	$ (63)	$ 18	$ (132)	$ 120	Net income from continuing operations

(1) Includes amounts related to natural gas and diesel swaps.

The entire change in the fair value of the hedging instrument included in the assessment of hedge effectiveness is included in other comprehensive (loss) income and reclassified to earnings in the period in which earnings are impacted by the hedged items or in the period that the transaction becomes probable of not occurring. There was no amount excluded from the assessment of effectiveness recognized in earnings for the periods ended December 31, 2024, and 2023.

11. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following tables summarize the change in the components of accumulated other comprehensive loss, excluding noncontrolling interests, for the periods presented.

in millions	Currency Translation	Cash Flow Hedges[(1)]	Postretirement Benefit Plans[(2)]	Total
Balance as of September 30, 2024	$ (224)	$ (97)	$ 16	$ (305)
Other comprehensive loss before reclassifications	(217)	(37)	—	(254)
Amounts reclassified from accumulated other comprehensive loss, net	—	63	—	63
Net current-period other comprehensive (loss) income	(217)	26	—	(191)
Balance as of December 31, 2024	$ (441)	$ (71)	$ 16	$ (496)

	Currency Translation	Cash Flow Hedges[(1)]	Postretirement Benefit Plans[(2)]	Total
Balance as of September 30, 2023	$ (372)	$ (65)	$ 55	$ (382)
Other comprehensive income before reclassifications	140	22	—	162
Amounts reclassified from accumulated other comprehensive loss, net	—	(18)	(1)	(19)
Net current-period other comprehensive income (loss)	140	4	(1)	143
Balance as of December 31, 2023	$ (232)	$ (61)	$ 54	$ (239)

	Currency Translation	Cash Flow Hedges[(1)]	Postretirement Benefit Plans[(2)]	Total
Balance as of March 31, 2024	$ (340)	$ (62)	$ 21	$ (381)
Other comprehensive loss before reclassifications	(101)	(141)	(3)	(245)
Amounts reclassified from accumulated other comprehensive loss, net	—	132	(2)	130
Net current-period other comprehensive loss	(101)	(9)	(5)	(115)
Balance as of December 31, 2024	$ (441)	$ (71)	$ 16	$ (496)

	Currency Translation	Cash Flow Hedges[(1)]	Postretirement Benefit Plans[(2)]	Total
Balance as of March 31, 2023	$ (293)	$ (5)	$ 60	$ (238)
Other comprehensive income (loss) before reclassifications	61	64	(1)	124
Amounts reclassified from accumulated other comprehensive loss, net	—	(120)	(5)	(125)
Net current-period other comprehensive income (loss)	61	(56)	(6)	(1)
Balance as of December 31, 2023	$ (232)	$ (61)	$ 54	$ (239)

(1) For additional information on our cash flow hedges, see Note 10 – Financial Instruments and Commodity Contracts.
(2) For additional information on our postretirement benefit plans, see Note 8 – Postretirement Benefit Plans.

12. FAIR VALUE MEASUREMENTS

We record certain assets and liabilities, primarily derivative instruments, on our condensed consolidated balance sheets at fair value. We also disclose the fair values of certain financial instruments, including debt and loans receivable, which are not recorded at fair value. Our objective in measuring fair value is to estimate an exit price in an orderly transaction between market participants on the measurement date. We consider factors such as liquidity, bid/offer spreads, and nonperformance risk, including our own nonperformance risk, in measuring fair value. We use observable market inputs wherever possible. To the extent observable market inputs are not available, our fair value measurements will reflect the assumptions used. We grade the level of the inputs and assumptions used according to a three-tier hierarchy:

Level 1 — Unadjusted quoted prices in active markets for identical, unrestricted assets or liabilities we have the ability to access at the measurement date.

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 — Unobservable inputs for which there is little or no market data, which require us to develop our own assumptions based on the best information available as to what market participants would use in pricing the asset or liability.

The following section describes the valuation methodologies we used to measure our various financial instruments at fair value, including an indication of the level in the fair value hierarchy in which each instrument is generally classified.

Derivative Contracts

For certain derivative contracts with fair values based upon trades in liquid markets, such as aluminum, zinc, copper, foreign exchange, natural gas, and diesel fuel forward contracts and options, valuation model inputs can generally be verified and valuation techniques do not involve significant judgment. The fair values of such financial instruments are generally classified within Level 2 of the fair value hierarchy.

The majority of our derivative contracts are valued using industry-standard models with observable market inputs as their basis, such as time value, forward interest rates, volatility factors, and current (spot) and forward market prices. We generally classify these instruments within Level 2 of the valuation hierarchy. Such derivatives include interest rate swaps, cross-currency swaps, foreign currency contracts, aluminum, copper, and zinc forward contracts, and natural gas and diesel fuel forward contracts.

For Level 2 and 3 of the fair value hierarchy, where appropriate, valuations are adjusted for various factors such as liquidity, bid/offer spreads, and credit considerations (nonperformance risk). We regularly monitor these factors along with significant market inputs and assumptions used in our fair value measurements and evaluate the level of the valuation input according to the fair value hierarchy. This may result in a transfer between levels in the hierarchy from period to period. As of December 31, 2024, and March 31, 2024, we did not have any Level 1 or Level 3 derivative contracts. No amounts were transferred between levels in the fair value hierarchy.

All of the Company's derivative instruments are carried at fair value in the statements of financial position prior to considering master netting agreements. The fair values of all derivative instruments are recognized as assets or liabilities at the balance sheet date and are reported gross.

The following table presents our derivative assets and liabilities which were measured and recognized at fair value on a recurring basis classified under the appropriate level of the fair value hierarchy as of December 31, 2024, and March 31, 2024. The table below also discloses the net fair value of the derivative instruments after considering the impact of master netting agreements.

	December 31, 2024		March 31, 2024	
in millions	Assets	Liabilities	Assets	Liabilities
Level 2 instruments:				
Metal contracts	$ 86	$ (88)	$ 33	$ (112)
Currency exchange contracts	33	(112)	11	(30)
Energy contracts	1	(2)	2	(5)
Interest rate swap contracts	—	(3)	—	(2)
Total level 2 instruments	$ 120	$ (205)	$ 46	$ (149)
Netting adjustment[(1)]	(57)	57	(32)	32
Total net	$ 63	$ (148)	$ 14	$ (117)

(1) Amounts represent the impact of legally enforceable master netting agreements that allow the Company to settle positive and negative positions with the same counterparties.

Financial Instruments Not Recorded at Fair Value

The table below presents the estimated fair value of certain financial instruments not recorded at fair value on a recurring basis. The table excludes finance leases and short-term financial assets and liabilities for which we believe carrying value approximates fair value. We value long-term receivables and long-term debt using Level 2 inputs. Valuations are based on either market and/or broker ask prices when available or on a standard credit adjusted discounted cash flow model using market observable inputs.

	December 31, 2024		March 31, 2024	
in millions	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term receivables from related parties	$ 5	$ 5	$ 3	$ 3
Total debt — third parties (excluding finance leases and short-term borrowings)	5,013	4,827	4,876	4,649

Additionally, our condensed consolidated balance sheet as of December 31, 2024, includes a note receivable in the amount of $40 million. The note receivable is not carried at fair value, but we assess its collectability on a quarterly basis. The fair value of the note receivable is determined using Level 2 inputs and is materially consistent with the carrying value.

13. OTHER (INCOME) EXPENSES, NET

Other (income) expenses, net consists of the following.

in millions	Three Months Ended December 31, 2024	Three Months Ended December 31, 2023	Nine Months Ended December 31, 2024	Nine Months Ended December 31, 2023
Sierre flood				
Fixed asset charges	$ —	$ —	$ 30	$ —
Inventory charges	—	—	12	—
Idle fixed costs[1]	4	—	20	—
Repairs and clean-up costs	14	—	31	—
Excess costs to fulfill customer contracts[2]	4	—	27	—
Property insurance recoveries	(18)	—	(18)	—
Other	1	—	4	—
Sierre flood losses, net of recoveries	5	—	106	—
Sierre business interruption insurance recoveries	(15)	—	(15)	—
Currency losses, net[3]	1	7	4	12
Unrealized (gains) losses on change in fair value of derivative instruments, net[4]	(18)	(15)	(34)	4
Realized losses (gains) on change in fair value of derivative instruments, net[4]	21	(2)	53	(51)
Loss on sale or disposal of assets, net	—	4	2	4
Interest income	(5)	(6)	(18)	(17)
Non-operating net periodic benefit cost[5]	—	(1)	(1)	(4)
Other, net	7	7	24	17
Other (income) expenses, net	$ (4)	$ (6)	$ 121	$ (35)

(1) Idle fixed costs consist primarily of employment costs incurred during the period in which operations at the Sierre plant were halted.
(2) Excess costs to fulfill customer contracts consist of freight costs incurred to reroute material to fulfill customer contracts.
(3) Includes losses recognized on balance sheet remeasurement currency exchange contracts, net. See Note 9 – Currency Losses (Gains) for further details.
(4) See Note 10 – Financial Instruments and Commodity Contracts for further details.
(5) Represents net periodic benefit cost, exclusive of service cost for the Company's pension and other post-retirement plans. For further details, refer to Note 8 – Postretirement Benefit Plans.

On June 30, 2024, our plant located in Sierre, Switzerland was impacted by exceptional flooding caused by unprecedented heavy rainfall. There were no injuries, as all employees were safely evacuated; however, water entered the plant premises and plant operations were halted for several weeks. Plant operations have fully resumed. However as a result of this event, the Company recognized fixed asset charges of $30 million and inventory charges of $12 million during the nine months ended December 31, 2024, with no such charges recorded during the three months ended December 31, 2024. In the three months ended December 31, 2024, the Company incurred costs resulting from the shut down of the facility and efforts to restore operations, including idle fixed costs of $4 million, repairs and clean-up costs of $14 million, excess costs to fulfill customer contracts of $4 million, and other costs of $1 million. In the nine months ended December 31, 2024, the Company incurred costs resulting from the shut down of the facility and efforts to restore operations, including idle fixed costs of $20 million, repairs and clean-up costs of $31 million, excess costs to fulfill customer contracts of $27 million, and other costs of $4 million. The plant is insured for property damage and business interruption losses related to such events, subject to deductibles and policy limits. During the three and nine months ended December 31, 2024, Novelis recognized property insurance recoveries of $18 million and business interruption insurance recoveries of $15 million, which are recognized within Other (income) expenses, net. We may recognize additional insurance recoveries related to the impact of the Sierre flood in future periods when insurance proceeds are realizable.

14. INCOME TAXES

For the three months ended December 31, 2024, our effective tax rate differs from the Canadian statutory rate primarily due to the full-year forecasted effective tax rate taking into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes offset by changes to the Brazilian real foreign exchange rate and the availability of tax credits. For the nine months ended December 31, 2024, our effective tax rate differs from the Canadian statutory rate primarily due to the full-year forecasted effective tax rate that takes into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes, offset by the availability of tax credits and changes in uncertain tax positions. For the three months ended December 31, 2023, our effective tax rate differs from the Canadian statutory rate primarily due to the full-year forecasted effective tax rate taking into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes, offset by the availability of tax credits and income not subject to tax. For the nine months ended December 31, 2023, our effective tax rate differs from the Canadian statutory rate primarily due to the full-year forecasted effective tax rate taking into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes, offset by the availability of tax credits and income not subject to tax.

As of December 31, 2024, we had a net deferred tax liability of $71 million. This amount included gross deferred tax assets of approximately $1.3 billion and a valuation allowance of $691 million. It is reasonably possible that our estimates of future taxable income may change within the next twelve months resulting in a change to the valuation allowance in one or more jurisdictions.

Tax Uncertainties

Certain tax filings for fiscal 2007 through fiscal 2022 are subject to tax examinations and judicial and administrative proceedings. As a result of further settlement of audits, judicial decisions, the filing of amended tax returns, or the expiration of statutes of limitations, our reserves for unrecognized tax benefits, as well as reserves for interest and penalties, may change in the next 12 months. With few exceptions, tax returns for all jurisdictions for all tax years before fiscal 2007 are no longer subject to examination by taxing authorities or subject to any judicial or administrative proceedings. In August 2024, we received a final tax assessment for the fiscal 2013 through fiscal 2016 tax audit in Germany. Upon receipt of the final tax assessments, we filed an appeal and began the process to request a mutual agreement procedure in those jurisdictions for which there would be an offsetting benefit for the amounts paid to Germany. During the three months ended December 31, 2024, certain other estimates and assumptions associated with uncertain tax positions also changed. No changes to uncertain tax positions during the three months ended December 31, 2024, including as a result of the final Germany tax assessments, had a material impact on our financial statements for any periods presented.

15. COMMITMENTS AND CONTINGENCIES

We are party to and may in the future be involved in or subject to disputes, claims, and proceedings arising in the ordinary course of our business, including some we assert against others, such as environmental, health and safety, product liability, employee, tax, personal injury, and other matters. For certain matters in which the Company is involved in for which a loss is reasonably possible, we are unable to estimate a loss. For certain other matters for which a loss is reasonably possible and the loss is estimable, we have estimated the aggregated range of loss as $0 to $65 million. This estimated aggregate range of reasonably possible losses is based upon currently available information. The Company's estimates involve significant judgment. Therefore, the estimate will change from time to time and actual losses may differ from the current estimate. We review the status of, and estimated liability related to, pending claims and civil actions on a quarterly basis. The evaluation model includes all asserted and unasserted claims that can be reasonably identified, including claims relating to our responsibility for compliance with environmental, health and safety laws and regulations in the jurisdictions in which we operate or formerly operated. The estimated costs in respect of such reported liabilities are not offset by amounts related to insurance or indemnification arrangements unless otherwise noted.

Environmental Matters

We have established liabilities based on our estimates for currently anticipated costs associated with environmental matters. We estimate that the costs related to our environmental liabilities as of December 31, 2024, and March 31, 2024, were $37 million and $38 million, respectively. Of the total $37 million as of December 31, 2024, $15 million is associated with an environmental reserve, $18 million is associated with undiscounted environmental clean-up costs, and $4 million is associated with restructuring actions. As of December 31, 2024, $20 million is included in accrued expenses and other current liabilities and the remainder is within other long-term liabilities in our accompanying condensed consolidated balance sheets.

Brazilian Tax Litigation

We are involved in several unresolved tax and other legal claims in Brazil. Total liabilities for other disputes and claims were $34 million as of December 31, 2024, and $40 million as of March 31, 2024. As of December 31, 2024, the $34 million is included within other long-term liabilities in our accompanying condensed consolidated balance sheets. Additionally, we have included in the range of reasonably possible losses disclosed above any unresolved tax disputes or other contingencies for which a loss is reasonably possible and estimable. The interest cost recorded on these settlement liabilities offset by interest earned on the cash deposits is reported in other (income) expenses, net on the condensed consolidated statement of operations.

During prior fiscal years, we received multiple favorable rulings from the Brazilian court that recognized the right to exclude certain taxes from the tax base used to calculate contributions to the social integration program and social security contributions on gross revenues, also known as PIS and COFINS. As a result of these cases, we had the right to apply for tax credits for the amounts overpaid during specified tax years. These credits and corresponding interest could be used to offset various Brazilian federal taxes in future years.

The credit amounts, interest calculation, and supporting documentation are subject to further validation and scrutiny by tax authorities for five years after the credits are utilized. Thus, credits recognized may differ from these amounts.

In order to qualify for these credits, the Company is required to compile and present verifiable support validating the credits. During fiscal 2022, Novelis applied for and received official authorization from The Special Department of Federal Revenue of Brazil ("Receita Federal") to use the PIS and COFINS credits related to certain periods. Novelis was able to utilize a majority of these credits to offset taxes paid in fiscal 2022 and utilized the remaining credits in the first quarter of fiscal 2023.

Novelis received a tax notification on July 11, 2024, requesting information for the calculated credits of COFINS in the amount of $43 million, related to the period from 2008 to 2014, and PIS and COFINS in the amount of $28 million, related to the period from 2015 to 2017. If the credits are not sufficiently validated per the request, a portion of the COFINS and PIS and COFINS credits may be disallowed. The Company believes it has sufficient documentation to support the use of the credits.

16. SEGMENT, GEOGRAPHICAL AREA, MAJOR CUSTOMER AND MAJOR SUPPLIER INFORMATION

Segment Information

Due in part to the regional nature of the supply and demand of aluminum rolled products and to best serve our customers, we manage our activities based on geographical areas and are organized under four operating segments: North America, Europe, Asia, and South America. All of our segments manufacture aluminum sheet and light gauge products. We also manufacture aluminum plate products in Europe and Asia.

The following is a description of our operating segments.

North America. Headquartered in Atlanta, Georgia, this segment operates 15 plants, including six with recycling operations, in two countries.

Europe. Headquartered in Küsnacht, Switzerland, this segment operates 10 plants, including five with recycling operations, in four countries.

Asia. Headquartered in Seoul, South Korea, this segment operates four plants, including two with recycling operations, in two countries.

South America. Headquartered in São Paulo, Brazil, this segment operates two plants, including one with recycling operations, in one country.

Net sales and expenses are measured in accordance with the policies and procedures described in Note 1 – Business and Summary of Significant Accounting Policies within our 2024 Form 10-K.

We measure the profitability and financial performance of our operating segments based on Adjusted EBITDA. Adjusted EBITDA provides a measure of our underlying segment results that is in line with our approach to risk management. We define Adjusted EBITDA as earnings before (a) depreciation and amortization; (b) interest expense and amortization of debt issuance costs; (c) interest income; (d) unrealized gains (losses) on change in fair value of derivative instruments, net, except for foreign currency remeasurement hedging activities, which are included in Adjusted EBITDA; (e) impairment of goodwill; (f) (gain) loss on extinguishment of debt, net; (g) noncontrolling interests' share; (h) adjustments to reconcile our proportional share of Adjusted EBITDA from non-consolidated affiliates to income as determined on the equity method of accounting; (i) restructuring and impairment expenses (reversals), net; (j) gains or losses on disposals of property, plant and equipment and businesses, net; (k) other costs, net; (l) litigation settlement, net of insurance recoveries; (m) sale transaction fees; (n) income tax provision (benefit); (o) cumulative effect of accounting change, net of tax; (p) metal price lag; (q) business acquisition and other related costs; (r) purchase price accounting adjustments; (s) income (loss) from discontinued operations, net of tax; and (t) loss on sale of discontinued operations, net of tax.

The tables that follow show selected segment financial information. "Eliminations and Other" includes eliminations and functions that are managed directly from our corporate office that have not been allocated to our operating segments as well as the adjustments for proportional consolidation and eliminations of intersegment net sales. The financial information for our segments includes the results of our affiliates on a proportionately consolidated basis, which is consistent with the way we manage our business segments. In order to reconcile the financial information for the segments shown in the tables below to the relevant U.S. GAAP based measures, we must adjust proportional consolidation of each line item. The "Eliminations and Other" in net sales – third party includes the net sales attributable to our joint venture party, Tri-Arrows, for our Logan affiliate because we consolidate 100% of the Logan joint venture for U.S. GAAP, but we manage our Logan affiliate on a proportionately consolidated basis. See Note 4 – Consolidation and Note 5 – Investment in and Advances to Non-Consolidated Affiliates and Related Party Transactions for further information about these affiliates. Additionally, we eliminate intersegment sales and intersegment income for reporting on a consolidated basis.

Selected Segment Financial Information

in millions

December 31, 2024	North America	Europe	Asia	South America	Eliminations and Other	Total
Investment in and advances to non-consolidated affiliates	$ —	$ 516	$ 363	$ —	$ —	$ 879
Total assets	6,166	3,942	2,154	2,140	1,085	15,487

in millions

March 31, 2024	North America	Europe	Asia	South America	Eliminations and Other	Total
Investment in and advances to non-consolidated affiliates	$ —	$ 536	$ 369	$ —	$ —	$ 905
Total assets	5,411	4,049	2,206	2,050	912	14,628

in millions

Selected Operating Results Three Months Ended December 31, 2024	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales – third party	$ 1,647	$ 1,041	$ 608	$ 682	$ 102	$ 4,080
Net sales – intersegment	—	13	122	3	(138)	—
Net sales	$ 1,647	$ 1,054	$ 730	$ 685	$ (36)	$ 4,080
Depreciation and amortization	$ 56	$ 42	$ 23	$ 22	$ (1)	$ 142
Income tax (benefit) provision	(5)	5	12	20	7	39
Capital expenditures	366	54	27	18	(7)	458

in millions

Selected Operating Results Three Months Ended December 31, 2023	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales – third party	$ 1,577	$ 993	$ 564	$ 694	$ 107	$ 3,935
Net sales – intersegment	—	17	79	15	(111)	—
Net sales	$ 1,577	$ 1,010	$ 643	$ 709	$ (4)	$ 3,935
Depreciation and amortization	$ 58	$ 42	$ 22	$ 21	$ (4)	$ 139
Income tax (benefit) provision	(8)	10	11	33	8	54
Capital expenditures	268	39	34	18	(17)	342

in millions

Selected Operating Results Nine Months Ended December 31, 2024	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales – third party	$ 5,156	$ 3,315	$ 1,855	$ 1,917	$ 319	$ 12,562
Net sales – intersegment	3	31	380	53	(467)	—
Net sales	$ 5,159	$ 3,346	$ 2,235	$ 1,970	$ (148)	$ 12,562
Depreciation and amortization	$ 170	$ 126	$ 70	$ 66	$ (9)	$ 423
Income tax (benefit) provision	3	(3)	40	76	34	150
Capital expenditures	983	112	64	43	(27)	1,175

in millions

Selected Operating Results Nine Months Ended December 31, 2023	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales – third party	$ 5,031	$ 3,283	$ 1,741	$ 1,758	$ 320	$ 12,133
Net sales – intersegment	—	59	211	73	(343)	—
Net sales	$ 5,031	$ 3,342	$ 1,952	$ 1,831	$ (23)	$ 12,133
Depreciation and amortization	$ 166	$ 123	$ 67	$ 61	$ (11)	$ 406
Income tax (benefit) provision	(15)	36	29	60	49	159
Capital expenditures	761	100	73	52	(26)	960

The table below displays the reconciliation from net income attributable to our common shareholder to Adjusted EBITDA.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Net income attributable to our common shareholder	$ 110	$ 121	$ 389	$ 434
Income tax provision	39	54	150	159
Income before income tax provision	149	175	539	593
Depreciation and amortization	142	139	423	406
Interest expense and amortization of debt issuance costs	66	73	210	228
Adjustment to reconcile proportional consolidation(1)	9	8	34	33
Unrealized (gains) losses on change in fair value of derivative instruments, net	(18)	(15)	(34)	4
Realized losses (gains) on derivative instruments not included in Adjusted EBITDA(2)	1	—	6	(4)
Loss on extinguishment of debt, net	—	—	—	5
Restructuring and impairment expenses, net(3)	6	26	46	33
Loss on sale or disposal of assets, net	—	4	2	4
Metal price lag	—	45	(14)	62
Sierre flood losses, net of recoveries(4)	5	—	106	—
Other, net	7	(1)	11	(5)
Adjusted EBITDA	$ 367	$ 454	$ 1,329	$ 1,359

(1) Adjustment to reconcile proportional consolidation relates to depreciation, amortization, and income taxes of our equity method investments. Income taxes related to our equity method investments are reflected in the carrying value of the investment and not in our consolidated income tax provision.
(2) Realized losses (gains) on derivative instruments not included in Adjusted EBITDA represents foreign currency derivatives unrelated to operations.
(3) Restructuring and impairment expenses, net for the nine months ended December 31, 2024 include $17 million related to the write-off of previously capitalized costs and $20 million related to the closure of the Buckhannon, West Virginia plant.
(4) Sierre flood losses, net of recoveries relate to non-recurring non-operating charges from exceptional flooding at our Sierre, Switzerland plant caused by unprecedented heavy rainfall, net of the related property insurance recoveries. See Note 13 – Other Expenses (Income), Net for additional information about this event.

The following table displays Adjusted EBITDA by reportable segment.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
North America	$ 122	$ 165	$ 490	$ 539
Europe	49	59	202	247
Asia	75	81	258	250
South America	121	150	375	327
Eliminations and Other	—	(1)	4	(4)
Adjusted EBITDA	$ 367	$ 454	$ 1,329	$ 1,359

Information about Product Sales, Major Customers, and Primary Supplier

Product Sales

The following table displays net sales by product end market.

	Three Months Ended December 31,		Nine Months Ended December 31,	
in millions	2024	2023	2024	2023
Beverage packaging	$ 2,190	$ 1,909	$ 6,505	$ 5,636
Automotive	864	892	2,686	2,881
Aerospace and industrial plate	153	164	499	519
Specialty	873	970	2,872	3,097
Net sales	$ 4,080	$ 3,935	$ 12,562	$ 12,133

Major Customers

The following table displays customers representing 10% or more of our net sales for any of the periods presented and their respective percentage of net sales.

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2024	2023	2024	2023
Ball	17 %	15 %	16 %	13 %

Primary Supplier

Rio Tinto is our largest supplier of metal inputs, including prime and sheet ingot. The table below shows our purchases from Rio Tinto as a percentage of our total combined metal purchases.

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2024	2023	2024	2023
Purchases from Rio Tinto as a percentage of total combined metal purchases	10 %	9 %	9 %	9 %

17. SUBSEQUENT EVENTS

In January 2025, Novelis Corporation, a wholly owned subsidiary of Novelis Inc., issued $750 million in aggregate principal amount of 6.875% senior unsecured notes due January 2030. The proceeds were used to repay the outstanding borrowings under our ABL Revolver. The notes are subject to semi-annual interest payments and mature on January 30, 2030. The notes are guaranteed, jointly and severally, on a senior unsecured basis, by Novelis Inc. and certain of its subsidiaries.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

FORWARD-LOOKING STATEMENTS

The following information should be read together with our unaudited condensed consolidated financial statements and accompanying notes included elsewhere in this Form 10-Q for a more complete understanding of our financial condition and results of operations. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below, particularly in SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND MARKET DATA.

OVERVIEW AND REFERENCES

In this Form 10-Q, unless otherwise specified, the terms "we," "our," "us," the "Company," and "Novelis" refer to Novelis Inc., a company incorporated in Canada under the Canadian Business Corporations Act, and its subsidiaries. References herein to "Hindalco" refer to Hindalco Industries Limited, which acquired Novelis in May 2007.

Novelis is driven by its purpose of shaping a sustainable world together. We consider ourselves a global leader in the production of innovative, sustainable aluminum solutions and the world's largest recycler of aluminum. Specifically, we believe we are the leading provider of low-carbon aluminum solutions, helping to drive a circular economy by partnering with our suppliers and customers in beverage packaging, automotive, aerospace and specialties (a diverse market including building & construction, signage, foil & packaging, commercial transportation, and commercial & consumer products, among others) markets globally. Throughout North America, Europe, Asia, and South America, we have an integrated network of 31 world-class, technologically advanced facilities, including 14 recycling centers and 11 innovation centers. Novelis is a subsidiary of Hindalco, an industry leader in aluminum and copper and the metals flagship company of the Aditya Birla Group, a multinational conglomerate based in Mumbai, India.

As used in this Form 10-Q, consolidated "aluminum rolled product shipments," "flat-rolled product shipments," or "shipments" refer to aluminum rolled product shipments to third parties. Regional "aluminum rolled product shipments," "flat-rolled product shipments," or "shipments" refer to aluminum rolled product shipments to third parties and intersegment shipments to other Novelis regions. Shipment amounts also include tolling shipments. References to "total shipments" include aluminum rolled product shipments as well as certain other non-rolled product shipments, primarily scrap, UBCs, ingots, billets, and primary remelt. The term "aluminum rolled products" is synonymous with the terms "flat-rolled products" and "FRP," which are commonly used by manufacturers and third-party analysts in our industry. All tonnages are stated in metric tonnes. One metric tonne is equivalent to 2,204.6 pounds. One kt is 1,000 metric tonnes.

BUSINESS AND INDUSTRY CLIMATE

For over a decade, Novelis has been pursuing a strategy to transform and improve the profitability of our business through significant investment in new capacity and capabilities. These investments enabled us to increase the amount of recycled content in our products; capitalize on favorable long-term market trends driving increased consumer demand for lightweight, sustainable aluminum products; and diversify and optimize our product portfolio. As a global leader in the aluminum flat-rolled products industry, we leveraged our new capacity, global footprint, scale, and solid customer relationships to drive volumes and capture favorable supply and demand market dynamics across all our end-use markets. With growth in volumes combined with improved pricing, significant increase in scrap inputs, operational efficiencies, and high-capacity utilization rates, we significantly improved the profitability of our beverage packaging and specialties products and maintained high margins for automotive and aerospace products since launching this strategy.

However, fiscal 2023 and 2024 were challenged by high inflation, geopolitical instability in Europe, and rising or elevated interest rates. These factors led to increased global operating costs, including for energy, freight, labor, coatings, and alloys; increased interest expense on our variable interest rate loans; and softer demand in some specialty end markets, such as building and construction, which is more sensitive to inflation and interest rates. We also saw reduced can sheet demand beginning in the second half of fiscal 2023 attributed to the beverage packaging industry reducing excess inventory as supply chains improved and markets adjusted to a more moderated level of beverage packaging demand following the COVID-19 pandemic. In recent quarters, competition for scrap metal has been increasing due to strong consumer demand for aluminum rolled products made from high amounts of recycled content (or scrap), a growing focus on carbon emission reduction, and the favorable economics that may be achieved by efficiently consuming scrap inputs compared to prime metal inputs. Intensifying competition for scrap aluminum and liberalization of scrap importation policies in China are also creating significant pressure on scrap pricing and reducing the financial benefit of utilizing scrap in our products.

Many of the operating costs pressures seen in fiscal 2023 and 2024 have lessened in recent quarters, and we have been able to pass through a portion of those higher costs to customers through price increases. We also believe inventory levels across the beverage packaging supply chain have now normalized and demand for beverage packaging sheet is strong. With respect to the scrap supply and demand imbalances, we are working on solutions to increase the amount and different types of scrap metal our systems are able to process, including sorting technologies and supply chain improvements. However, until these improvements can be scaled, we believe the lower availability and higher prices of scrap will increase our production costs in the near-term.

We believe that global long-term demand for aluminum rolled products remains strong, driven by anticipated economic growth, material substitution, and sustainability considerations, including increased environmental awareness around PET plastics.

Increasing customer preference for sustainable packaging options, and package mix shift toward infinitely recyclable aluminum are driving higher demand for aluminum beverage packaging worldwide. To support growing demand for aluminum beverage packaging sheet in North America, we broke ground on a 600 kt capacity greenfield rolling and recycling plant in Bay Minette, Alabama, in October 2022. The plant is under construction, and we plan to initially allocate approximately two-thirds of this plant's capacity to the production of beverage packaging sheet, with the remaining capacity targeted primarily for the automotive market. We continue to evaluate opportunities for additional capacity expansion across regions where local can sheet supply is insufficient to meet long-term demand growth and assess our capital expenditure plans in light of developments impacting our business. In September 2024, we determined not to pursue previously announced plans for a $375 million investment to expand operations in Zhenjiang, China.

We believe that long-term demand for aluminum automotive sheet will continue to grow, primarily driven by the benefits that result from using lightweight aluminum in vehicle structures and components, as automakers respond to stricter government regulations regarding emissions and fuel economy, while maintaining or improving vehicle safety and performance. We are also seeing increased demand for aluminum for electric vehicles, as aluminum's lighter weight can result in extended battery range.

We expect long-term demand for building and construction and other specialty products to grow due to increased customer preference for lightweight, sustainable materials.

Demand for aerospace aluminum plate and sheet has strengthened as air-travel demand has recovered above pre-COVID levels. In the longer-term, we believe significant aircraft industry order backlogs for key OEMs, including Airbus and Boeing, will translate into growth in the future and that our multi-year supply agreements have positioned us to benefit from future expected demand.

We believe the long-term demand trends for flat-rolled aluminum products remain strong, and we have approximately $5 billion of debottlenecking, recycling, and new capacity capital investments under way, focused on increasing capacity and capabilities to meet growing customer demand. This estimated capital investment spend includes the aforementioned Bay Minette plant and a new $90 million recycling expansion in Latchford, UK, announced in July 2024. The estimated capital investment spend also includes $365 million for a highly advanced automotive recycling center in Guthrie, Kentucky, which began commissioning in the first quarter of fiscal 2025.

Our management administers an ERM program, which is a comprehensive risk assessment and mitigation process that identifies and addresses all known current and potential material risks to Novelis' global operations, including legal and regulatory risks. The ERM team is led by an executive officer who delivers an ERM report to the Audit Committee of our Board at least quarterly. On an annual basis, the ERM team meets with or interviews about 160 individuals, some of which are interviewed quarterly, to stay abreast of the latest risks we face.

Throughout the Russia-Ukraine conflict, our ERM team has monitored developments and gathered information about Novelis relationships with Russian businesses. Novelis' direct exposure to the conflict has been limited, as we have no operations, assets, or employees in either Russia or Ukraine, and we have only immaterial customer relationships in these countries. Sanctions, tariffs, a ban or similar actions impacting the supply of Russian aluminum could disrupt global aluminum supply. While one of our suppliers of metal is UC Rusal PLC ("Rusal"), a Russian aluminum company, we purchase metal from a diverse global portfolio of metal suppliers and are not dependent on Rusal for a significant portion of our metal supply. The ERM team also monitors other potential impacts of the Russia-Ukraine conflict, including impacts on the reliability of energy supplies to our European manufacturing sites and supply chain disruptions. This information is presented to, and discussed with, the Audit Committee of our Board at least quarterly, with interim updates from our executive leadership as our Board may require. In addition, we manage sanctions compliance through a global sanctions screening program, and our Information Security team monitors cybersecurity matters and makes periodic reports at meetings of our Board.

On June 30, 2024, our plant located in Sierre, Switzerland was impacted by exceptional flooding caused by unprecedented heavy rainfall. All employees were safely evacuated; however, water entered the plant premises and plant operations were halted. The plant is insured for property damage and business interruption losses related to such events, subject to deductibles and policy limits. Production at the facility has been fully restored during the third quarter of fiscal 2025. We estimate the total net cash impact from this event, after insurance, to be $80 million. The net impact on Adjusted EBITDA from this event is estimated to be $30 million, the majority of which occurred in the second quarter of fiscal 2025. See Note 13 – Other Expenses (Income), Net to our accompanying unaudited condensed consolidated financial statements for additional information about this event.

Environmental, Social & Governance

We maintain our aim to become a carbon neutral company by 2050 or sooner. Our recently announced 2030 goals aim to have less than 3 tonnes of carbon dioxide equivalents (CO2e) per tonne of rolled product shipments; and aim to push the boundaries on recycled content in our products by increasing average recycled content to 75%, from 63% in fiscal 2024; both by the end of calendar year 2030. Carbon goals are inclusive of Scope 1 and 2, as well as Scope 3 emissions in categories 1 and 4 of the Greenhouse Gas Protocol. In addition, we have targets to reduce waste intensity to landfills by 20%, energy intensity by 10%, and water intensity by 10%, each by fiscal 2026, from our baseline of fiscal 2020.

To increase the use of recycled content in our products, we engage with customers, suppliers, and industry peers across the value chain as we aim to drive innovation that improves aluminum's overall sustainability profile.

In support of our commitments, we voluntarily pursued the Aluminum Stewardship Initiatives' ("ASI") certification program at 22 plants globally, and 15 scrap collection centers across Brazil, with both the Performance Standard Certification and the Chain of Custody Certification. ASI works together with producers, users, and stakeholders in the aluminum value chain to collaboratively foster responsible production, sourcing, and stewardship of aluminum. In addition, to support our initiatives, in March 2021 we issued €500 million in aggregate principal amount of senior notes. We have allocated an amount equal to the net proceeds of $588 million of these notes to eligible "green" projects, such as investments in renewable energy and pollution prevention and control projects.

Our path to a more sustainable and circular future goes beyond our environmental commitments. Across the four continents on which Novelis operates there are diverse cultures and many unique perspectives. By building a culture in which employees are encouraged to be their authentic selves, supported by an environment of respect and appreciation, and given opportunities to learn, grow and thrive, we believe we are creating fertile ground for innovation and self-development.

We are also committed to supporting the communities in which our employees live and work. With firmly established community engagement programs, the Company is committed to advancing its corporate social responsibility efforts by further investing in the Novelis Neighbor program, which gives back to communities through financial contributions and employee volunteerism. The program emphasizes STEM education, recycling education, and addressing local community needs.

Liquidity Position

We believe we have adequate liquidity to manage the business with dynamic metal prices. Our cash and cash equivalents and availability under committed credit facilities aggregated to $1.6 billion of liquidity as of December 31, 2024.

We maintain a disciplined approach to capital spending, prioritizing maintenance capital for our operations, and organic strategic capacity expansion projects. We are taking a prudent approach to phasing the timing of transformational organic investment spend, and we expect capital expenditures for fiscal 2025 expected to be on the lower end of the range of $1.8 to $2.1 billion, as spending for a number of announced strategic capital projects is now ramping up. This includes approximately $300 million for expected maintenance spend.

Market Trends

Beverage Packaging. Can stock shipments represent the largest percentage of our total rolled product shipments. According to CRU, demand for can stock will increase at a global (excluding China) compound annual growth rate of approximately 4% from calendar year 2023 to 2031, mainly driven by sustainability trends; growth in beverage markets that increasingly use aluminum packaging; and substitution from plastic, glass, and steel. However, we saw reduced can sheet demand between the middle of fiscal 2023 through early fiscal 2024 attributed to the beverage packaging industry reducing excess inventory previously stocked in response to unreliable supply chains and unprecedented high levels of beverage packaging demand during the COVID-19 pandemic, as well as low promotional activity at retailers. We believe that inventory levels in the supply chain have normalized and demand for beverage packaging is strong. Increased demand for sustainable, aluminum beverage packaging sheet has also increased the demand for, and price of, scrap metal inputs, particularly UBC scrap. Furthermore, UBC scrap availability in the US is affected by low recycling rates and an increase in its exports, including to China.

We are working on solutions to increase the amount and different types of scrap our systems are able to process, including sorting technologies and supply chain improvements. However, until these improvements can be scaled, we believe the lower availability and higher prices of scrap will increase our production costs in the near-term.

Automotive. We believe aluminum is positioned for long-term growth driven by increased adoption of aluminum in vehicle structures and components of both traditional internal combustible engine (ICE) vehicles and electric vehicles, which utilize higher amounts of aluminum. Based on management estimates, we believe that global automotive aluminum sheet demand is set to grow at a compound annual growth rate of 6% from fiscal year 2025 to fiscal year 2030.

Aerospace. The International Air Transport Association (IATA) reported 2024 global air traffic surpassed 2019 levels, reaching a full recovery post-pandemic. We expect demand for aerospace aluminum plate and sheet to continue to grow driven by increased air traffic and a need for fleet modernization.

Specialties. Specialties includes diverse markets, including building and construction, commercial transportation, foil and packaging, and commercial and consumer products. These industries continue to increase aluminum adoption due to its many desirable characteristics. We believe these trends will keep demand high in the long-term, despite the near-term economic headwinds impacting demand for building and construction and some industrial products.

BUSINESS MODEL AND KEY CONCEPTS

Conversion Business Model

A significant amount of our business is conducted under a conversion model, which allows us to pass through increases or decreases in the price of aluminum to our customers. Nearly all of our flat-rolled products have a price structure with three components: (i) a base aluminum price quoted off the LME; (ii) an LMP; and (iii) a "conversion premium" to produce the rolled product that reflects, among other factors, the competitive market conditions for that product. Base aluminum prices are typically driven by macroeconomic factors and global supply and demand for aluminum. LMP tends to vary based on the supply and demand for metal in a particular region and the associated transportation costs.

LME Base Aluminum Prices and Local Market Premiums

The average (based on the simple average of the monthly averages) and closing prices for aluminum set on the LME are as follows.

	Three Months Ended December 31,			Nine Months Ended December 31,		
	2024	2023	Percent Change	2024	2023	Percent Change
Aluminum (per metric tonne, and presented in U.S. dollars):						
Closing cash price as of beginning of period	$ 2,611	$ 2,308	13 %	$ 2,270	$ 2,337	(3)%
Average cash price during period	2,573	2,190	17	2,492	2,203	13
Closing cash price as of end of period	2,517	2,336	8	2,517	2,336	8

The weighted average LMPs are as follows.

	Three Months Ended December 31,			Nine Months Ended December 31,		
	2024	2023	Percent Change	2024	2023	Percent Change
Weighted average LMP (per metric tonne, and presented in U.S. dollars)	$ 370	$ 264	40 %	$ 335	$ 308	9 %

Metal Price Lag and Related Hedging Activities

Increases or decreases in the price of aluminum based on the average LME base aluminum prices and LMPs directly impact net sales, cost of goods sold (exclusive of depreciation and amortization), and working capital. The timing of these impacts varies based on contractual arrangements with customers and metal suppliers in each region. These timing impacts are referred to as metal price lag. Metal price lag exists due to: (i) the period of time between the pricing of our purchase of metal, holding and processing the metal, and the pricing of the sale of finished inventory to our customers and (ii) certain customer contracts containing fixed forward price commitments, which result in exposure to changes in metal prices for the period of time between when our sales price fixes and the sale actually occurs.

We use LME aluminum forward contracts to preserve our conversion margins and manage the timing differences associated with the LME base metal component of net sales and cost of goods sold (exclusive of depreciation and amortization). These derivatives directly hedge the economic risk of future LME base metal price fluctuations to better match the purchase price of metal with the sales price of metal. We have exposure to multiple regional LMPs, however the derivative markets for local market premiums is not robust or efficient enough for us to offset the impacts of LMP price movements beyond a small volume. From time to time, we take advantage of short-term market conditions to hedge a small percentage of our exposure. As a consequence, volatility in local market premiums can have a significant impact on our results of operations and cash flows.

We elect to apply hedge accounting to better match the recognition of gains or losses on certain derivative instruments with the recognition of the underlying exposure being hedged in the statement of operations. For undesignated metal derivatives, there are timing differences between the recognition of unrealized gains or losses on the derivatives and the recognition of the underlying exposure in the statement of operations. The recognition of unrealized gains and losses on undesignated metal derivative positions typically precedes inventory cost recognition, customer delivery, and revenue recognition. The timing difference between the recognition of unrealized gains and losses on undesignated metal derivatives and cost or revenue recognition impacts income before income tax provision and net income.

Foreign Currency and Related Hedging Activities

We operate a global business and conduct business in various currencies around the world. We have exposure to foreign currency risk as fluctuations in foreign exchange rates impact our operating results as we translate the operating results from various functional currencies into our U.S. dollar reporting currency at current average rates. We also record foreign exchange remeasurement gains and losses when business transactions are denominated in currencies other than the functional currency of that operation. Global economic uncertainty is contributing to higher levels of volatility among the currency pairs in which we conduct business. The following table presents the exchange rates as of the end of each period and the average of the month-end exchange rates.

	Exchange Rate as of		Average Exchange Rate Three Months Ended December 31,		Average Exchange Rate Nine Months Ended December 31,	
	December 31, 2024	March 31, 2024	2024	2023	2024	2023
Euro per U.S. dollar	0.966	0.926	0.944	0.921	0.927	0.922
Brazilian real per U.S. dollar	6.192	4.996	6.008	4.945	5.640	4.936
South Korean won per U.S. dollar	1,470	1,347	1,416	1,310	1,381	1,317
Canadian dollar per U.S. dollar	1.438	1.355	1.410	1.354	1.379	1.347
Swiss franc per euro	0.938	0.974	0.936	0.947	0.952	0.962

Exchange rate movements have an impact on our operating results. In Europe, where we have predominantly local currency selling prices and operating costs, we benefit as the euro strengthens but are adversely affected as the euro weakens. For our Swiss operations, where operating costs are incurred primarily in the Swiss franc and a large portion of revenues are denominated in the euro, we benefit as the Swiss franc weakens but are adversely affected as the franc strengthens. In South Korea, where we have local currency operating costs and U.S. dollar denominated selling prices for exports, we benefit as the South Korean won weakens but are adversely affected as the won strengthens. In Brazil, where we have predominately U.S. dollar selling prices and local currency manufacturing costs, we benefit as the Brazilian real weakens but are adversely affected as the real strengthens. We use foreign exchange forward contracts and cross-currency swaps to manage our exposure arising from recorded assets and liabilities, firm commitments, and forecasted cash flows denominated in currencies other than the functional currency of certain operations, which include capital expenditures and net investment in foreign subsidiaries.

See *Segment Review* below for the impact of foreign currency on each of our segments.

RESULTS OF OPERATIONS

For the three months ended December 31, 2024, we reported net income attributable to our common shareholder of $110 million, a decrease of 9% compared to $121 million in the comparable prior year period, and total Adjusted EBITDA of $367 million, a decrease of 19% compared to $454 million in the comparable prior year period. The decrease in operational performance compared to the comparable prior year period was primarily driven by higher scrap prices creating a less favorable metal benefit compared to the prior year and unfavorable product mix from lower automotive shipments. These headwinds were partially offset by higher beverage packaging shipments.

For the nine months ended December 31, 2024, we reported net income attributable to our common shareholder of $389 million, a decrease of 10% compared to $434 million in the comparable prior year period, and total Adjusted EBITDA of $1,329 million, a decrease of 2% compared to $1,359 million in the comparable prior year period. The decrease in operational performance was primarily driven by a relatively rapid increase in scrap prices creating a less favorable metal benefit compared to the prior year, unfavorable product mix including the impact of lower automotive shipments, and higher operating cost, partially offset by higher beverage packaging shipments and higher pricing. Net income attributable to our common shareholder was further negatively impacted by charges and production interruptions associated with the impact of flooding at our Sierre, Switzerland, plant, net of related insurance recoveries.

Key Sales and Shipment Trends

	Three Months Ended				Fiscal Year Ended	Three Months Ended		
in millions, except percentages and shipments, which are in kt	June 30, 2023	September 30, 2023	December 31, 2023	March 31, 2024	March 31, 2024	June 30, 2024	September 30, 2024	December 31, 2024
Net sales	$ 4,091	$ 4,107	$ 3,935	$ 4,077	$ 16,210	$ 4,187	$ 4,295	4,080
Percentage (decrease) increase in net sales versus comparable prior year period	(20)%	(14)%	(6)%	(7)%	(12)%	2 %	5 %	4 %
Rolled product shipments:								
North America	370	390	362	391	1,513	388	396	360
Europe	250	256	230	246	982	263	233	226
Asia	176	175	176	183	710	194	198	186
South America	119	144	176	164	603	154	162	166
Eliminations	(36)	(32)	(34)	(33)	(135)	(48)	(44)	(34)
Total	879	933	910	951	3,673	951	945	904

The following summarizes the percentage (decrease) increase in rolled product shipments versus the comparable prior year period:

North America	(4)%	1 %	(5)%	8 %	— %	5 %	2 %	(1)%
Europe	(8)	(4)	(5)	(1)	(5)	5	(9)%	(2)%
Asia	(5)	(16)	25	(2)	(2)	10	13 %	6 %
South America	(20)	(11)	9	14	(2)	29	13 %	(6)%
Total	(9)%	(5)%	— %	2 %	(3)%	8 %	1 %	(1)%

Three Months Ended December 31, 2024, Compared to the Three Months Ended December 31, 2023

Net sales was $4.1 billion for the three months ended December 31, 2024, an increase of 4% from $3.9 billion in the comparable prior year period, primarily due to higher average aluminum prices driven by a 17% increase in average LME prices, partially offset by metal price hedging activities with an unfavorable period-on-period impact of $98 million, while total flat rolled product shipments were generally consistent with the prior year. The main drivers for the movement in shipments are discussed below under *Segment Review*.

Income before income tax provision was $149 million for the three months ended December 31, 2024, a decrease of 15% from $175 million in the comparable prior year period. In addition to the factors noted above, the following items affected income before income tax provision.

Cost of Goods Sold (Exclusive of Depreciation and Amortization)

Cost of goods sold (exclusive of depreciation and amortization) was $3.5 billion for the three months ended December 31, 2024, an increase of 6% from $3.3 billion in the comparable prior year period, primarily due to higher average aluminum prices. Total metal input costs included in cost of goods sold (exclusive of depreciation and amortization) increased $208 million over the comparable prior year period.

Selling, General and Administrative Expenses

SG&A was $179 million for the three months ended December 31, 2024, a decrease of 5% from $189 million in the comparable prior year period, primarily due to lower variable compensation costs.

Depreciation and Amortization

Depreciation and amortization was $142 million in the three months ended December 31, 2024, an increase of 2% from $139 million in the comparable prior year period.

Interest Expense and Amortization of Debt Issuance Costs

Interest expense and amortization of debt issuance costs was $66 million for the three months ended December 31, 2024, a decrease of 10% from $73 million in the comparable prior year period.

Restructuring and Impairment Expenses (Reversals), Net

Restructuring and impairment expenses, net was a net expense of $6 million and $26 million for the three months ended December 31, 2024, and 2023, respectively. The change primarily relates to the Company's closure of the Clayton, New Jersey plant in December 2023, which resulted in charges for restructuring activities of $24 million in the prior period.

Other Income, Net

Other (income) expenses, net was income of $4 million and income of $6 million for the three months ended December 31, 2024, and 2023, respectively.

Taxes

We recognized $39 million of income tax provision for the three months ended December 31, 2024. In the current period, our effective tax rate was primarily driven by the full-year forecasted effective tax rate that takes into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes, offset by changes to the Brazilian real foreign exchange rate and the availability of tax credits. We recognized $54 million of income tax provision in the comparable prior period.

Due in part to the regional nature of supply and demand of aluminum rolled products and in order to best serve our customers, we manage our activities on the basis of geographical regions and are organized under four operating segments: North America, Europe, Asia, and South America.

The tables below illustrate selected segment financial information (in millions, except shipments, which are in kt). For additional financial information related to our operating segments including the reconciliation of net income attributable to our common shareholder to Adjusted EBITDA, see Note 16 – Segment, Geographical Area, Major Customer and Major Supplier Information. In order to reconcile the financial information for the segments shown in the tables below to the relevant U.S. GAAP-based measures, "Eliminations and other" must adjust for proportional consolidation of each line item for our Logan affiliate because we consolidate 100% of the Logan joint venture for U.S. GAAP purposes. However, we manage our Logan affiliate on a proportionately consolidated basis and eliminate intersegment shipments.

Selected Operating Results Three Months Ended December 31, 2024	**North America**	**Europe**	**Asia**	**South America**	**Eliminations and Other**	**Total**
Net sales	$ 1,647	$ 1,054	$ 730	$ 685	$ (36)	$ 4,080
Shipments (in kt):						
Rolled products – third party	360	225	154	165	—	904
Rolled products – intersegment	—	1	32	1	(34)	—
Total rolled products	360	226	186	166	(34)	904
Non-rolled products	4	22	6	25	(7)	50
Total shipments	364	248	192	191	(41)	954

Selected Operating Results Three Months Ended December 31, 2023	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales	$ 1,577	$ 1,010	$ 643	$ 709	$ (4)	$ 3,935
Shipments (in kt):						
Rolled products – third party	362	226	150	172	—	910
Rolled products – intersegment	—	4	26	4	(34)	—
Total rolled products	362	230	176	176	(34)	910
Non-rolled products	4	22	7	26	(2)	57
Total shipments	366	252	183	202	(36)	967

The following table reconciles changes in Adjusted EBITDA for the three months ended December 31, 2023, to the three months ended December 31, 2024.

in millions	North America	Europe	Asia	South America	Eliminations and Other[1]	Total
Adjusted EBITDA - Three Months Ended December 31, 2023	$ 165	$ 59	$ 81	$ 150	$ (1)	$ 454
Volume	(4)	(7)	11	(12)	3	(9)
Conversion premium and product mix	(2)	(19)	(6)	4	—	(23)
Conversion costs	(43)	(6)	(17)	(13)	(4)	(83)
Foreign exchange	(1)	—	6	(1)	3	7
Selling, general & administrative and research & development costs[2]	7	3	—	1	(2)	9
Other changes[3]	—	19	—	(8)	1	12
Adjusted EBITDA - Three Months Ended December 31, 2024	$ 122	$ 49	$ 75	$ 121	$ —	$ 367

(1) The recognition of Adjusted EBITDA by a region on an intersegment shipment could occur in a period prior to the recognition of Adjusted EBITDA on a consolidated basis, depending on the timing of when the inventory is sold to a third-party customer. The "Eliminations and other" column adjusts regional Adjusted EBITDA for intersegment shipments that occur in a period prior to recognition of Adjusted EBITDA on a consolidated basis. The "Eliminations and other" column also reflects adjustments for changes in regional volume, conversion premium and product mix, and conversion costs related to intersegment shipments for consolidation. "Eliminations and other" must adjust for proportional consolidation of each line item for our Logan affiliate because we consolidate 100% of the Logan joint venture for U.S. GAAP, but we manage our Logan affiliate on a proportionately consolidated basis.

(2) Selling, general & administrative and research & development costs include costs incurred directly by each segment and all corporate related costs.

(3) Other changes in Europe include $15 million for the Sierre business interruption insurance recoveries recognized during the three months ended December 31, 2024.

North America

Net sales increased $70 million, or 4%, primarily driven by higher average LME aluminum prices, as rolled product shipments were effectively in line with the prior year period. Higher automotive shipments were offset by lower specialty shipments, while beverage packaging shipments were in line with the prior year. Adjusted EBITDA was $122 million, a decrease of 26%, primarily driven by lower metal benefit from higher scrap pricing.

Europe

Net sales increased $44 million, or 4%, primarily driven by higher average LME aluminum prices, partially offset by a 2% decrease in rolled product shipments. Lower automotive shipments driven by lower demand and low production levels were partially offset by higher beverage packaging and specialty shipments. Adjusted EBITDA was $49 million, a decrease of 17%, primarily driven by unfavorable product mix, less favorable metal benefits from higher scrap pricing, and lower volume.

Asia

Net sales increased $87 million, or 14%, primarily driven by a 6% increase in rolled product shipments and higher average LME aluminum prices. The increase in shipments was driven mainly by higher beverage packaging shipments, partially offset by lower shipments of automotive, specialty and aerospace products. Adjusted EBITDA was $75 million, a decrease of 7%, primarily driven by less favorable metal benefits from higher scrap pricing, and unfavorable product mix, partially offset by higher volume and favorable foreign exchange. Additionally, we incurred higher freight costs compared to the prior year period, which in turn resulted in a higher freight cost pass-through in price to customers.

South America

Net sales decreased $24 million, or 3%, primarily driven by a 6% decrease in rolled product shipments driven by lower beverage packaging shipments, partially offset by higher average LME aluminum prices. Adjusted EBITDA was $121 million, a decrease of 19%, primarily driven by less favorable metal benefits from higher scrap pricing and lower volume.

Nine Months Ended December 31, 2024, Compared to the Nine Months Ended December 31, 2023

Net sales were $12.6 billion for the nine months ended December 31, 2024, an increase of 4% from $12.1 billion in the comparable prior year period, primarily due to a 3% increase in rolled product shipments and higher average aluminum prices driven by an 13% increase in average LME prices, partially offset by metal price hedging activities with an unfavorable period-on-period impact of $320 million. The main drivers for the increase in shipments are discussed below under *Segment Review*.

Income before income tax provision was $539 million for the nine months ended December 31, 2024, compared to $593 million in the comparable prior year period. In addition to the factors noted above, the following items affected income before income tax provision.

Cost of Goods Sold (Exclusive of Depreciation and Amortization)

Cost of goods sold (exclusive of depreciation and amortization) was $10.6 billion for the nine months ended December 31, 2024, an increase of 3% from $10.3 billion in the comparable prior year period, driven primarily by higher average aluminum prices and higher production. Total metal input costs included in cost of goods sold (exclusive of depreciation and amortization) increased $257 million over the comparable prior year period.

Selling, General and Administrative Expenses

SG&A was $543 million for the nine months ended December 31, 2024, is in line with the comparable prior year period of $545 million.

Depreciation and Amortization

Depreciation and amortization was $423 million for the nine months ended December 31, 2024, an increase of 4% from $406 million in the comparable prior year period.

Interest Expense and Amortization of Debt Issuance Costs

Interest expense and amortization of debt issuance costs was $210 million for the nine months ended December 31, 2024, a decrease of 8% from $228 million in the comparable prior year period. This decrease is primarily due to lower average interest rates on variable interest rate borrowings and higher capitalized interest.

Loss on Extinguishment of Debt, Net

We recorded a $5 million loss on extinguishment of debt, net for the nine months ended December 31, 2023. This relates to the write-off of unamortized debt issuance costs and discount for the partial extinguishment of the 2020 Term Loan. There were no losses on extinguishments of debt for the nine months ended December 31, 2024.

Restructuring and Impairment Expenses, Net

Restructuring and impairment expenses, net was a net expense of $46 million and $33 million for the nine months ended December 31, 2024, and 2023, respectively. The change primarily relates to the Company's closure of the Buckhannon, West Virginia plant in June 2024, which resulted in charges for restructuring activities of $20 million in the current period, as well as a charge of $17 million to write off previously capitalized costs. The prior year period primarily consists of the Company's closure of the Clayton, New Jersey, plant in December 2023, which resulted in charges for restructuring activities of $24 million.

Other (Income) Expenses, Net

Other (income) expenses, net was an expense of $121 million and income of $35 million for the nine months ended December 31, 2024, and 2023, respectively. The change relates primarily to charges of $106 million related to the Sierre flood loss, net of property recoveries, $15 million of Sierre business interruption recoveries, realized losses on the change in fair value of derivative instruments, net, of $53 million in the current period compared to gains of $51 million in the prior year period, and unrealized gains on the change in fair value of derivative instruments, net, of $34 million in the current period compared to losses of $4 million in the prior year period.

Taxes

We recognized $150 million of income tax provision for the nine months ended December 31, 2024. Our effective tax rate was primarily driven by the full-year forecasted effective tax rate that takes into account income taxed at rates that differ from the 25% Canadian rate, including withholding taxes, offset with the availability of tax credits and changes in uncertain tax positions. We recognized $159 million of income tax provision in the prior comparable period.

Segment Review

Selected Operating Results Nine Months Ended December 31, 2024	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales	$ 5,159	$ 3,346	$ 2,235	$ 1,970	$ (148)	$ 12,562
Shipments						
Rolled products – third party	1,143	719	472	466	—	2,800
Rolled products – intersegment	1	3	106	16	(126)	—
Total rolled products	1,144	722	578	482	(126)	2,800
Non-rolled products	10	76	11	73	(10)	160
Total shipments	1,154	798	589	555	(136)	2,960

Selected Operating Results Nine Months Ended December 31, 2023	North America	Europe	Asia	South America	Eliminations and Other	Total
Net sales	$ 5,031	$ 3,342	$ 1,952	$ 1,831	$ (23)	$ 12,133
Shipments						
Rolled products – third party	1,122	723	458	419	—	2,722
Rolled products – intersegment	—	13	69	20	(102)	—
Total rolled products	1,122	736	527	439	(102)	2,722
Non-rolled products	12	75	22	82	(1)	190
Total shipments	1,134	811	549	521	(103)	2,912

The following table reconciles changes in Adjusted EBITDA for the nine months ended December 31, 2023, to the nine months ended December 31, 2024.

in millions	North America	Europe	Asia	South America	Eliminations and Other[1]	Total
Adjusted EBITDA - Nine Months Ended December 31, 2023	$ 539	$ 247	$ 250	$ 327	$ (4)	$ 1,359
Volume	27	(20)	54	42	(7)	96
Conversion premium and product mix	(20)	(44)	7	15	(4)	(46)
Conversion costs	(70)	(10)	(64)	2	12	(130)
Foreign exchange	—	—	15	(5)	5	15
Selling, general & administrative and research & development costs[2]	1	(2)	(5)	3	(5)	(8)
Other changes[3]	13	31	1	(9)	7	43
Adjusted EBITDA - Nine Months Ended December 31, 2024	$ 490	$ 202	$ 258	$ 375	$ 4	$ 1,329

(1) The recognition of Adjusted EBITDA by a region on an intersegment shipment could occur in a period prior to the recognition of Adjusted EBITDA on a consolidated basis, depending on the timing of when the inventory is sold to the third-party customer. The "Eliminations and Other" column adjusts regional Adjusted EBITDA for intersegment shipments that occur in a period prior to recognition of Adjusted EBITDA on a consolidated basis. The "Eliminations and Other" column also reflects adjustments for changes in regional volume, conversion premium and product mix, and conversion costs related to intersegment shipments for consolidation. "Eliminations and Other" must adjust for proportional consolidation of each line item for our Logan affiliate because we consolidate 100% of the Logan joint venture for U.S. GAAP, but we manage our Logan affiliate on a proportionately consolidated basis.

(2) Selling, general & administrative and research & development costs include costs incurred directly by each segment and all corporate related costs.

(3) Other changes in Europe include $15 million for the Sierre business interruption insurance recoveries recognized during the nine months ended December 31, 2024.

North America

Net sales increased $128 million, or 3%, driven primarily by higher average LME aluminum prices and a 2% increase in rolled product shipments. Higher beverage packaging shipments were partially offset by lower specialty shipments, while automotive shipments were roughly in line with prior year period. Adjusted EBITDA was $490 million, a decrease of 9%, primarily driven by lower metal benefit from higher scrap pricing and less favorable product mix, partially offset by higher volume and product pricing.

Europe

Net sales remained largely in line with the prior year period driven by higher average LME aluminum prices offset by a 2% decrease in rolled product shipments. Lower automotive shipments due to production interruptions at the Sierre, Switzerland plant as a result of flooding were partially offset by higher beverage packaging shipments. Adjusted EBITDA was $202 million, a decrease of 18%, primarily driven by production interruptions at the Sierre, Switzerland plant driving lower automotive shipments and unfavorable product mix, as well as less favorable metal benefit from higher scrap pricing.

Asia

Net sales increased $283 million, or 14%, driven primarily by a 10% increase in rolled product shipments due largely to higher beverage packaging shipments and higher average LME aluminum prices, partially offset by lower specialty shipments. Adjusted EBITDA was $258 million, an increase of 3%, primarily due to higher volume and favorable foreign exchange, partially offset by less favorable metal benefits from higher scrap pricing and unfavorable product mix. Additionally, we incurred higher freight costs compared to the prior year period, which in turn resulted in a higher freight cost pass-through in price to customers.

South America

Net sales increased $139 million, or 8%, driven by a 10% increase in rolled product shipments, primarily in the beverage packaging market and higher average LME aluminum prices. Adjusted EBITDA was $375 million, an increase of 15%, primarily due to higher volume, higher product pricing, and favorable product mix.

LIQUIDITY AND CAPITAL RESOURCES

We believe we maintain adequate liquidity levels through a combination of cash and availability under committed credit facilities. Our cash and cash equivalents and availability under committed credit facilities aggregated to $1.6 billion of liquidity as of December 31, 2024. Our primary liquidity sources are cash flows from operations, working capital management, cash, and liquidity under our debt agreements. We expect to be able to fund both our short-term and long-term liquidity needs, such as our continued expansions, servicing our debt obligations, and providing sufficient liquidity to operate our business, through one or more of the following: the generation of operating cash flows, working capital management, our existing debt facilities (including refinancing), and new debt issuances, as necessary.

Available Liquidity

Our available liquidity as of December 31, 2024, and March 31, 2024, is as follows.

in millions	December 31, 2024	March 31, 2024
Cash and cash equivalents	$ 791	$ 1,309
Availability under committed credit facilities	790	1,008
Total available liquidity	$ 1,581	$ 2,317

The decrease in total available liquidity relates to the decrease in cash and cash equivalents and a decrease in the availability under committed credit facilities resulting from higher borrowings on our ABL Revolver. Both factors are primarily resulting from investing activities during the period. See Note 6 – Debt for more details about our availability under committed credit facilities.

Cash and cash equivalents includes cash held in foreign countries in which we operate. As of December 31, 2024, we held $15 million of cash and cash equivalents in Canada, in which we are incorporated, with the rest held in other countries in which we operate. As of December 31, 2024, we held $281 million of cash in jurisdictions for which we have asserted that earnings are permanently reinvested, and we plan to continue to fund operations and local expansions with cash held in those jurisdictions. Cash held outside of Canada is free from significant restrictions that would prevent the cash from being accessed to meet the Company's liquidity needs, including, if necessary, to fund operations and service debt obligations in Canada. Upon the repatriation of any earnings to Canada, in the form of dividends or otherwise, we could be subject to Canadian income taxes (subject to adjustment for foreign taxes paid and the utilization of the large cumulative net operating losses we have in Canada) and withholding taxes payable to the various foreign jurisdictions. As of December 31, 2024, we do not believe adverse tax consequences exist that restrict our use of cash and cash equivalents in a material manner.

We use derivative contracts to manage risk as well as liquidity. Under our terms of credit with counterparties to our derivative contracts, we do not have any material margin call exposure. No material amounts have been posted by Novelis nor do we hold any material amounts of margin posted by our counterparties. We settle derivative contracts in advance of billing on the underlying physical inventory and collecting payment from our customers, which temporarily impacts our liquidity position. The lag between derivative settlement and customer collection typically ranges from 30 to 90 days.

Obligations

Our material cash requirements include future contractual and other obligations arising in the normal course of business. These obligations primarily include debt and related interest payments, finance and operating lease obligations, postretirement benefit plan obligations, and purchase obligations. See Note 6 – Debt to our accompanying unaudited condensed consolidated financial statements and "Liquidity and Capital Resources" within Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2024 Form 10-K for more details.

There are no additional material off-balance sheet arrangements.

Cash Flow Summary

	Nine Months Ended December 31,		
in millions	2024	2023	Change
Net cash provided by operating activities	$ 263	$ 420	$ (157)
Net cash used in investing activities	(1,178)	(935)	(243)
Net cash provided by (used in) financing activities	404	(189)	593

Operating Activities

The decrease in net cash provided by operating activities primarily related to unfavorable changes in working capital.

Net Cash Provided by Operating Activities - Continuing Operations and Adjusted Free Cash Flow

Refer to Non-GAAP Financial Measures for our definition of adjusted free cash flow.

The following table displays the adjusted free cash flow, the change between periods, as well as the ending balances of cash and cash equivalents.

in millions	Nine Months Ended December 31, 2024	Nine Months Ended December 31, 2023	Change
Net cash provided by operating activities – continuing operations[1]	$ 263	$ 420	$ (157)
Net cash used in investing activities – continuing operations[1]	(1,178)	(935)	(243)
Less: Proceeds from sales of assets and business, net of transaction fees, cash income taxes and hedging	—	(2)	2
Adjusted free cash flow	$ (915)	$ (517)	$ (398)
Ending cash and cash equivalents	$ 791	$ 787	$ 4

(1) For the nine months ended December 31, 2024 and 2023, the Company did not have any cash flows from discontinued operations in operating activities or investing activities.

Investing Activities

Net cash used in investing activities was primarily attributable to capital expenditures of $1,175 million during the nine months ended December 31, 2024. Similarly, net cash used in investing activities was primarily attributable to capital expenditures of $960 million during the nine months ended December 31, 2023.

Financing Activities

The following represents proceeds from the issuance of long-term and short-term borrowings during the nine months ended December 31, 2024 and 2023.

in millions	Nine Months Ended December 31, 2024
Short-term borrowings in Brazil	$ 100
China Loan, due September 2027	14
China Loan, due November 2027	21
China loan, due December 2027	21
Sierre Loan, due October 2027	112
Proceeds from issuance of long-term and short-term borrowings	$ 268

in millions	Nine Months Ended December 31, 2023
Floating rate Term Loans, due September 2026	$ 482
Short-term borrowings in Brazil	150
Bank overdrafts	67
Proceeds from issuance of long-term and short-term borrowings	$ 699

The following represents principal payments of long-term and short-term borrowings during the nine months ended December 31, 2024, and 2023.

in millions	Nine Months Ended December 31, 2024
Short-term borrowings in Brazil	$ (100)
Floating rate Term Loans, due September 2026	(6)
Floating rate Term Loans, due March 2028	(4)
China Bank Loans, due August 2027	(5)
Finance leases and other repayments	(8)
Principal payments of long-term and short-term borrowings	$ (123)

in millions	Nine Months Ended December 31, 2023
Short-term borrowings in Brazil	$ (50)
Brazil Loan, due June 2023	(30)
Brazil Loan, due December 2023	(20)
Floating rate Term Loans, due January 2025	(484)
Floating rate Term Loans, due March 2028	(6)
China Bank Loans, due August 2027	(3)
Finance leases and other repayments	(11)
Principal payments of long-term and short-term borrowings	$ (604)

The following represents inflows (outflows) from revolving credit facilities and other, net during the nine months ended December 31, 2024, and 2023.

in millions	Nine Months Ended December 31, 2024
ABL Revolver	$ 295
China credit facility	(33)
Revolving credit facilities and other, net	$ 262

in millions	Nine Months Ended December 31, 2023
ABL Revolver	$ (223)
China credit facility	(57)
Korea credit facility	(1)
Revolving credit facilities and other, net	$ (281)

In September 2023, Novelis amended the Term Loan Facility and the amendment was accounted for as a partial extinguishment of the 2020 Term Loans, whereby $482 million of the $750 million outstanding at the time of the transaction was deemed an extinguishment and the remaining $268 million was deemed a modification of debt.

In addition to the activities shown in the tables above, we paid debt issuance costs of $3 million during the nine months ended December 31, 2024 and 2023.

Non-Guarantor Information

As of December 31, 2024, the Company's subsidiaries that are not guarantors represented the following approximate percentages of (a) net sales (including intercompany sales), (b) Adjusted EBITDA, and (c) total assets of the Company, on a consolidated basis (including intercompany balances). Refer to Non-GAAP Financial Measures for our definition of Adjusted EBITDA.

Item Description	Ratio
Net sales represented by non-guarantor subsidiaries (for the nine months ended December 31, 2024)	20 %
Adjusted EBITDA represented by non-guarantor subsidiaries (for the nine months ended December 31, 2024)	19 %
Assets owned by non-guarantor subsidiaries (as of December 31, 2024)	14 %

In addition, for the nine months ended December 31, 2024, and 2023, the Company's subsidiaries that are not guarantors had net sales (including intercompany sales) of $3.0 billion and $2.7 billion, respectively, and as of December 31, 2024, those subsidiaries had assets of $2.9 billion and debt and other liabilities of $1.5 billion (including intercompany balances).

CAPITAL ALLOCATION FRAMEWORK

Novelis has in place a capital allocation framework that lays out the general guidelines for use of post-maintenance capital expenditure adjusted free cash flow for the next five years. We expect annual maintenance capital expenditures to be between $300 million to $350 million. We believe the long-term demand trends for flat-rolled aluminum products remain strong, and we have approximately $5 billion of debottlenecking, recycling, and new capacity capital investments under way or recently completed, with a focus on increasing capacity and capabilities to meet growing customer demand. We intend to keep our net leverage ratio at or around approximately 3.5x during our strategic capital investment cycle underway, and guide approximately 8%-10% of post-maintenance capital expenditure adjusted free cash flow to be returned to our common shareholder. Payments to our common shareholder have been $100 million in each of the last three fiscal years, but such payments are made at the discretion of our Board of Directors. Any such payments depend on, among other things, our financial resources, cash flows generated by our business, our cash requirements, restrictions under the instruments governing our indebtedness, being in compliance with the appropriate indentures and covenants under the instruments that govern our indebtedness, and other relevant factors. Past payments of return of capital should not be construed as a guarantee of future returns of capital in the same amounts or at all.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

There were no significant changes to our critical accounting policies and estimates as reported in our 2024 Form 10-K. See Note 1 – Business and Summary of Significant Accounting Policies for our principal areas of uses of estimates and assumptions.

RECENTLY ISSUED ACCOUNTING STANDARDS

See Note 1 – Business and Summary of Significant Accounting Policies to our accompanying unaudited condensed consolidated financial statements for a full description of recent accounting pronouncements, if applicable, including the respective expected dates of adoption and expected effects on results of operations and financial condition.

NON-GAAP FINANCIAL MEASURES

Adjusted EBITDA

Total Adjusted EBITDA presents the sum of the results of our four operating segments on a consolidated basis. We believe that total Adjusted EBITDA is an operating performance measure that measures operating results unaffected by differences in capital structures, capital investment cycles and ages of related assets among otherwise comparable companies. In reviewing our corporate operating results, we also believe it is important to review the aggregate consolidated performance of all of our segments on the same basis we review the performance of each of our regions and to draw comparisons between periods based on the same measure of consolidated performance.

Management believes investors' understanding of our performance is enhanced by including this non-GAAP financial measure as a reasonable basis for comparing our ongoing results of operations. Many investors are interested in understanding the performance of our business by comparing our results from ongoing operations from one period to the next and would ordinarily add back items that are not part of normal day-to-day operations of our business. By providing total Adjusted EBITDA, together with reconciliations, we believe we are enhancing investors' understanding of our business and our results of operations, as well as assisting investors in evaluating how well we are executing strategic initiatives.

However, total Adjusted EBITDA is not a measurement of financial performance under U.S. GAAP, and our total Adjusted EBITDA may not be comparable to similarly titled measures of other companies. Total Adjusted EBITDA has important limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. For example, total Adjusted EBITDA:

- does not reflect the Company's cash expenditures or requirements for capital expenditures or capital commitments;
- does not reflect changes in, or cash requirements for, the Company's working capital needs; and
- does not reflect any costs related to the current or future replacement of assets being depreciated and amortized.

We also use total Adjusted EBITDA:

- as a measure of operating performance to assist us in comparing our operating performance on a consistent basis because it removes the impact of items not directly resulting from our core operations;
- for planning purposes, including the preparation of our internal annual operating budgets and financial projections;
- to evaluate the performance and effectiveness of our operational strategies; and
- as a basis to calculate incentive compensation payments for our key employees.

Please see Note 16 – Segment, Geographical Area, Major Customer and Major Supplier Information for our definition of Adjusted EBITDA. Under ASC 280, Adjusted EBITDA is our measure of segment profitability and financial performance of our operating segments, and when used in this context, the term Adjusted EBITDA is a financial measure prepared in accordance with U.S. GAAP. Adjusted EBITDA reported for the Company on a consolidated basis is a non-U.S. GAAP financial measure. Both terms have the same definition and there is no difference in the composition or calculation of Adjusted EBITDA for the periods presented and Segment Income previously reported.

Adjusted Free Cash Flow

Adjusted free cash flow consists of (a) net cash provided by (used in) operating activities – continuing operations, (b) plus net cash provided by (used in) investing activities – continuing operations, (c) plus net cash provided by (used in) operating activities – discontinued operations, (d) plus net cash provided by (used in) investing activities – discontinued operations, (e) plus cash used in the acquisition of assets under a finance lease, (f) plus cash used in the acquisition of business and other investments, net of cash acquired, (g) plus accrued merger consideration, (h) less proceeds from sales of assets and business, net of transaction fees, cash income taxes and hedging, and (i) less proceeds from sales of assets and business, net of transaction fees, cash income taxes and hedging – discontinued operations. Management believes adjusted free cash flow is relevant to investors, as it provides a measure of the cash generated internally that is available for debt service and other value creation opportunities. In addition, this measure is a key consideration in determining the amounts to be paid as returns to our common shareholder. However, adjusted free cash flow does not necessarily represent cash available for discretionary activities as certain debt service obligations must be funded out of adjusted free cash flow. Our method of calculating Adjusted Free Cash Flow may not be consistent with that of other companies.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND MARKET DATA

This Quarterly Report on Form 10-Q contains forward-looking statements that are based on current expectations, estimates, forecasts and projections about the industry in which we operate, and beliefs and assumptions made by our management. Such statements include, in particular, statements about our plans, strategies, and prospects under the heading "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations," under the Notes to the Condensed Consolidated Financial Statements, and elsewhere in this Quarterly Report. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "projects," "forecasts," and variations of such words and similar expressions are intended to identify such forward-looking statements. Examples of forward-looking statements in this Quarterly Report on Form 10-Q include, but are not limited to, our belief that, the expected timing and results from investments in certain operating facilities, including our greenfield, fully-integrated rolling and recycling mill currently being built in Bay Minette, Alabama; our projections regarding financial performance, liquidity, capital expenditures, and investments; our expectations regarding trends in demand for aluminum flat-rolled products, including statements about our belief that long-term demand for aluminum automotive sheet will continue to grow; our expectations regarding volatility and uncertainty in general economic conditions; our expectations regarding the impact of lower availabilities and higher corresponding prices of scrap metal inputs on our business; the possible future impacts of geopolitical instability due in part to the Russia-Ukraine conflict; statements about our expectations regarding inventory supply levels in the beverage packaging market; statements about our expectation that automotive demand will grow as a result of increased adoption of aluminum in vehicle structures and components of both traditional internal combustion engine (ICE) vehicles and electric vehicles; statements about our expectation that aerospace demand and shipments will continue to grow driven by increased air traffic and a need for fleet modernization; statements about our belief that significant aircraft industry order backlogs for key OEMS, including Airbus and Boeing, will translate into growth in the future and that our multi-year supply agreements have positioned us to benefit from future expected demand and statements about our expectation that long-term demand for building and construction and other specialty products will grow. These statements are based on beliefs and assumptions of Novelis' management, which in turn are based on currently available information. These statements are not guarantees of future performance and involve assumptions and risks and uncertainties that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed, implied, or forecasted in such forward-looking statements. We do not intend, and we disclaim any obligation, to update any forward-looking statements, whether as a result of new information, future events, or otherwise.

Factors that could cause actual results or outcomes to differ from the results expressed or implied by forward-looking statements include, among other things:

- disruptions or changes in the business or financial condition of our significant customers or the loss of their business or reduction in their requirements;
- price and other forms of competition from other aluminum rolled products producers and potential new market entrants;
- the competitiveness of our end-markets, and the willingness of our customer to accept substitutes for our products, including steel, plastics, composite materials and glass;
- our failure to realize the anticipated benefits of strategic investments;
- increases in the cost or volatility in the availability of primary aluminum, scrap aluminum, sheet ingot, or other raw materials used in the production of our products;
- risks related to the energy-intensive nature of our operations, including increases to energy costs or disruptions to our energy supplies;
- downturns in the automotive and ground transportation industries or changes in consumer demand;
- public health crises, such as the COVID-19 pandemic;
- union disputes and other employee relations issues;
- the impact of labor disputes and strikes on our customers;
- loss of our key management and other personnel, or an inability to attract and retain such management and other personnel;
- unplanned disruptions at our operating facilities, including as a result of adverse weather phenomena;
- economic uncertainty, capital markets disruption and supply chain interruptions, including as a result of geopolitical instability due to the ongoing military conflict between Russia and Ukraine, attacks on shipping vessels in the Red Sea, and the ongoing conflicts in the Gaza Strip and the surrounding region;
- risks relating to certain joint ventures, subsidiaries and assets that we do not entirely control;

- cybersecurity attacks against, disruptions, failures or security breaches and other disruptions to our information technology networks and systems;
- risks related to rising inflation and prolonged periods of elevated interest rates;
- risks related to timing differences between the prices we pay under purchase contracts and metal prices we charge our customers;
- a deterioration of our financial condition, a downgrade of our ratings by a credit rating agency or other factors which could limit our ability to enter into, or increase our costs of, financing and hedging transactions;
- adverse changes in currency exchange rates;
- our inability to transact in derivative instruments, or our inability to adequately hedge our exposure to price fluctuations under derivative instruments, or a failure of counterparties to our derivative instruments to honor their agreement;
- an adverse decline in the liability discount rate, lower-than-expected investment return on pension assets;
- impairments to our goodwill, other intangible assets, and other long-lived assets;
- tax expense, tax liabilities or tax compliance costs;
- risks related to the operating and financial restrictions imposed on us by the covenants in our credit facilities and the indentures governing our Senior Notes;
- our inability to protect our intellectual property, the confidentiality of our know-how, trade secrets, technology, and other proprietary information;
- risks related to our global operations, including the impact of complex and stringent laws and government regulations;
- risks related to global climate change, including legal, regulatory or market responses to such change; and
- conflicts of interest and disputes arising between Hindalco and the Company that could be resolved in a manner unfavorable to the Company.

The above list of factors is not exhaustive.

This document also contains information concerning our markets and products generally, which is forward-looking in nature and is based on a variety of assumptions regarding the ways in which these markets and product categories will develop. These assumptions have been derived from information currently available to us and to the third-party industry analysts quoted herein. This information includes, but is not limited to, product shipments and share of production. Actual market results may differ from those predicted. We do not know what impact any of these differences may have on our business, our results of operations, financial condition, and cash flow. For a discussion of some of the specific factors that may cause Novelis' actual results or outcomes to differ materially from those projected in any forward-looking statements, refer to the factors discussed in Part I. Item 1A. Risk Factors and Part II. Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations of our 2024 Form 10-K, as the same may be updated from time to time in our quarterly reports on Form 10-Q or in other reports which we periodically file with the SEC.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to certain market risks as part of our ongoing business operations, including risks from changes in metal prices (primarily aluminum, copper, zinc, and LMPs), energy prices (electricity, natural gas, and diesel fuel), foreign currency exchange rates, and interest rates that could impact our results of operations and financial condition. We partially manage our exposure to energy prices by entering into fixed forward purchase contracts with energy providers, predominantly in Europe. We generally apply the normal purchase and normal sale scope exception to these contracts and do not record the contracts at fair value. These energy supply contracts are not derivatives but function as a risk management tool for fluctuating energy prices. We manage our exposure to other market risks through regular operating and financing activities and derivative financial instruments. We use derivative financial instruments as risk management tools only and not for speculative purposes.

Commodity Price Risks

Metal

The following table presents the estimated potential negative effect on the fair values of these derivative instruments as of December 31, 2024, given a 10% change in prices. Direction of the change in price corresponds with the direction that would cause a negative impact on the fair value of these derivative instruments.

in millions	**Change in Price**	**Change in Fair Value**
Aluminum	10 %	$ (241)
Copper	(10)	(2)
Zinc	(10)	—
Local market premiums	10 %	(4)

Energy

The following table presents the estimated potential negative effect on the fair values of these derivative instruments as of December 31, 2024, given a 10% decline in prices for energy contracts.

in millions	**Change in Price**	**Change in Fair Value**
Natural gas	(10)%	$ (2)
Diesel fuel	(10)	(3)

Foreign Currency Exchange Risks

The following table presents the estimated potential negative effect on the fair values of these derivative instruments as of December 31, 2024, given a 10% change in rates. Direction of the change in exchange rate corresponds with the direction that would cause the change in exchange rate to negatively impact the fair value of these derivative instruments.

$ in millions	**Change in Exchange Rate**	**Change in Fair Value**
Currency measured against the U.S. dollar		
Brazilian real	(10)%	$ (18)
Euro	(10)	(64)
Korean won	(10)	(62)
Canadian dollar	(10)	(3)
British pound	(10)	(24)
Swiss franc	(10)	(16)
Chinese yuan	10	(1)

Interest Rate Risks

We are subject to interest rate risk related to our floating rate debt. For every 100 basis point increase in the interest rates on our outstanding variable rate debt as of December 31, 2024, which includes term loan debt, net of interest rate swaps, our annual pre-tax income would be reduced by approximately $9 million. See Note 6 – Debt to our accompanying unaudited condensed consolidated financial statements for further information.

From time to time, we use interest rate swaps to manage our debt cost. As of December 31, 2024, our portfolio includes interest rate swap positions to fix the interest rate on various floating rate debt. See Note 10 – Financial Instruments and Commodity Contracts to our accompanying unaudited condensed consolidated financial statements for further information. A decrease of 10% in the SOFR interest rate as of December 31, 2024, would have an estimated potential negative effect on the contracts' fair value of approximately $3 million.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, include controls and procedures designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including the Principal Executive Officer and the Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Any system of controls, however well-designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met.

We have carried out an evaluation, with the participation of our Principal Executive Officer and Principal Financial Officer, of the effectiveness of the Company's disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. Based upon such evaluation, management has concluded that the Company's disclosure controls and procedures were effective as of December 31, 2024.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

We are a party to litigation incidental to our business from time to time. While the outcomes of these matters are uncertain, management does not expect that the ultimate costs to resolve these matters will have a material adverse effect on our consolidated financial position, results of operations, or cash flows. For additional information regarding litigation to which we are a party, see Note 15 – Commitments and Contingencies to our accompanying unaudited condensed consolidated financial statements.

Item 1A. Risk Factors.

See Part I. Item 1A. Risk Factors in our 2024 Form 10-K and Part II. Item 1A. Risk Factors in our Form 10-Q for the first quarter of fiscal 2025. There have been no material changes from the risk factors described in our 2024 Form 10-K and our Form 10-Q for the first and second quarters of fiscal 2025.

Item 6. Exhibits.

Exhibit No.	Description
2.1	Arrangement Agreement by and among Hindalco Industries Limited, AV Aluminum Inc. and Novelis Inc., dated as of February 10, 2007 (incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K filed on February 13, 2007) (File No. 001-32312))
3.1	Certificate and Articles of Amendment of Novelis Inc., dated as of May 24, 2024 (incorporated by reference to Exhibit 3.3 to our Annual Report on Form 10-K/A, filed on June 24, 2024 (File No. 001-32312))
3.2	Novelis Inc. Amended and Restated Bylaws, adopted as of July 24, 2008 (incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K filed on July 25, 2008 (File No. 001-32312))
4.1	Indenture, dated as of January 13, 2025, among the Issuer, the Company, the subsidiary guarantors named on the signature pages thereto and Regions Bank, as trustee (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed on January 14, 2025 (File No. 001-32312))
10.1	Amendment No. 13 to Second Amended and Restated Credit Agreement, dated as of December 6, 2024, among, inter alios, Novelis Inc., Novelis Corporation, Novelis UK Ltd, Novelis AG, Novelis Deutschland GmbH, certain of their affiliates as borrowers and guarantors, AV Minerals (Netherlands) N.V., Novelis Italia S.P.A., as Third Party Security Provider, the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Issuing Bank and U.S. Swingline Lender
10.2	Amendment No. 9 to Credit Agreement, dated as of December 6, 2024, among, inter alios, Novelis Inc., as borrower, Novelis ALR Aluminum Holdings Corporation, as co-borrower of the Tranche A-2 Term Loans and as guarantor, AV Minerals (Netherlands) N.V., the other loan parties party thereto, Novelis Italia S.P.A., as Third Party Security Provider, the Lenders party thereto and Standard Chartered Bank, as Administrative Agent and Collateral Agent
31.1	Section 302 Certification of Principal Executive Officer
31.2	Section 302 Certification of Principal Financial Officer
32.1	Section 906 Certification of Principal Executive Officer
32.2	Section 906 Certification of Principal Financial Officer
101.INS	XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	NOVELIS INC.	
	By:	/s/ Devinder Ahuja
		Devinder Ahuja Chief Financial Officer (Principal Financial Officer and Authorized Officer)
	By:	/s/ Stephanie Rauls
		Stephanie Rauls Senior Vice President, Deputy Chief Financial Officer, and Chief Accounting Officer (Principal Accounting Officer)

Date: February 10, 2025

AMENDMENT NO. 13 TO

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of December 6, 2024

among

NOVELIS INC.,

as Canadian Borrower,

NOVELIS CORPORATION

as a U.S. Borrower,

THE OTHER SUBSIDIARIES OF CANADIAN BORROWER

PARTY HERETO AS BORROWERS,

AV MINERALS (NETHERLANDS) N.V., AS HOLDINGS,

THE OTHER GUARANTORS PARTY HERETO,

THE THIRD PARTY SECURITY PROVIDER,

THE LENDERS PARTY HERETO,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent, Collateral Agent, and U.S. Swingline Lender,

WELLS FARGO BANK, N.A. (LONDON BRANCH),

as European Swingline Lender, and

THE ISSUING BANKS PARTY HERETO.

This AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”), dated as of December 6, 2024, is entered into among NOVELIS INC., a corporation amalgamated under the Canada Business Corporations Act and having its corporate office at One Phipps Plaza, 3550 Peachtree Road, Suite 1100, Atlanta, GA 30326, USA (the “Canadian Borrower”), NOVELIS CORPORATION, as a U.S. borrower, the other U.S. borrowers party hereto (collectively, the “U.S. Borrowers”), NOVELIS UK LTD, as a U.K. borrower (“Novelis UK”), NOVELIS AG, as a Swiss borrower (“Novelis AG”), NOVELIS DEUTSCHLAND GMBH, as a German borrower (“Novelis Deutschland”), AV MINERALS (NETHERLANDS) N.V., a corporation organized under the laws of the Netherlands ("Holdings"), the other LOAN PARTIES (as defined in the Amended Credit Agreement referred to below) party hereto, NOVELIS ITALIA S.P.A. (the "Third Party Security Provider"), the LENDERS party hereto, the ISSUING BANKS party hereto, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, and together with its successors in such capacity, "Administrative Agent"), as collateral agent (in such capacity, and together with its successors in such capacity, "Collateral Agent"), and as U.S. swingline lender (in such capacity, and together with its successors in such capacity, "U.S. Swingline Lender"), and WELLS FARGO BANK, N.A. (LONDON BRANCH), as European swingline lender (in such capacity, and together with its successors in such capacity, "European Swingline Lender").

RECITALS

WHEREAS, the Borrowers party thereto, the other Loan Parties party thereto, the Administrative Agent, the Collateral Agent, the lenders party thereto immediately prior to the Amendment Effective Date (as defined below) (the "Existing Lenders"), the issuing banks party thereto, and the other parties from time to time party thereto, entered into that certain Second Amended and Restated Credit Agreement, dated as of October 6, 2014 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Credit Agreement", and the Credit Agreement, and as amended by this Amendment, the "Amended Credit Agreement");

WHEREAS, on March 20, 2024, the Canadian Borrower made a $100 million cash Dividend to Holdings, in a manner permitted under the Credit Agreement;

WHEREAS, at the time of the Dividend of the Specified Initial Cash to Holdings, the Designated Company certified to the Administrative Agent that the Dividend of the Specified Initial Cash from Holdings to Hindalco was permitted under the Credit Agreement;

WHEREAS, Holdings did not distribute the Specified Initial Cash to Hindalco, and such cash remains at Holdings as of the date hereof;

WHEREAS, the Canadian Borrower has requested amendments to the Credit Agreement as herein set forth;

WHEREAS, the Borrowers, the other Loan Parties, the Third Party Security Provider, the Administrative Agent, the Collateral Agent and the Lenders party hereto (which Lenders constitute the Required Lenders under the Credit Agreement), have agreed to amend the Credit Agreement on the terms and subject to the conditions herein provided;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties and covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. <u>Definitions.</u> Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Credit Agreement.

Section 2. <u>Amendments; Authorization.</u>

2.01 Subject to the terms and conditions set forth herein, effective as of the Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

(i) Section 1.01 of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

"**Excluded Holdings Cash**" shall mean Hindalco Contributed Cash and Novelis Distributed Cash.

"**Excluded Holdings Investment**" shall mean any Investment by Holdings (other than any Investment in the Designated Company or any of its Subsidiaries; and not, for the avoidance of doubt, the incurrence or issuance of Indebtedness by Holdings) funded solely with Excluded Holdings Cash."

"**Hindalco Contributed Cash**" shall mean any cash received by Holdings from Hindalco or any of its Affiliates (other than a Company), whether pursuant to an equity contribution or other Investment (solely to the extent that such Investment would not constitute Indebtedness of Holdings), so long as such cash is (i) used to fund an Excluded Holdings Investment or (ii) otherwise used in the business of the Companies, in the case of this clause (ii), in a manner not prohibited by the Loan Documents.

"**Novelis Distributed Cash**" shall mean (a) the Specified Initial Cash, and (b) any cash received by Holdings from one or more Specified Permitted Dividends from the Designated Company, so long as such cash is (i) used to fund an Excluded Holdings Investment or (ii) otherwise used in the business of the Companies, in the case of this clause (ii), in a manner not prohibited by the Loan Documents.

"**Specified Initial Cash**" shall mean cash in the amount of $100 million received by Holdings from the Canadian Borrower on March 20, 2024.

"**Specified Permitted Dividend**" shall mean a Dividend by the Designated Company to Holdings, solely to the extent that (i) such Dividend, at the time it is made, and assuming for purposes of this definition that it was made by Holdings to Hindalco, is not prohibited by the Loan Documents and (ii) the Designated Company certifies to the Administrative Agent as to the foregoing, which certification shall specify the amount and date of such Dividend, and the provision in Section 6.08 that it is using and complying with to make such Dividend.".

(ii) The definition of "**Excluded Property**" in Section 1.01 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (m), inserting the word "and" at the end of clause (n), and inserting the following as a new clause (o) immediately following clause (n):

"(o) except as otherwise provided in Section 6.15(a), all property of Holdings other than Equity Interests of the Designated Company.".

(iii) The definition of "**Restricted Subsidiary**" in Section 1.01 of the Credit Agreement is hereby amended by adding the following at the end of clause (i) thereof: "or any Excluded Holdings Investment".

(iv) The definition of "**Series of Cash Neutral Transactions**" in Section 1.01 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding the foregoing, for purposes of this definition and the definition of Initiating Company, references to "Companies" and "Company" herein excludes Holdings, and, for the avoidance of doubt, Holdings, and the assets of Holdings, shall not be included in any Series of Cash Neutral Transactions.".

(v) The first paragraph of Article VI of the Credit Agreement is hereby amended and restated as follows:

"Each Loan Party warrants, covenants and agrees with each Lender that, from and after the Closing Date, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full, unless the Required Lenders (and such other Lenders whose consent may be required under Section 11.02) shall otherwise consent in writing, no Loan Party (with respect to Section 6.08 only, other than Holdings) will, nor will Holdings or any other Loan Party cause or permit any Restricted Subsidiaries to:".

(vi) Section 6.01 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.01, Holdings shall not incur, create, assume or permit to exist, directly or indirectly, any Indebtedness of Holdings, other than Indebtedness under Section 6.01(a); (b)(ii) and (iii) (in each case, solely in the form of Contingent Obligations in respect thereof); (i)(i) (solely as it relates to Contingent Obligations in respect of obligations under clause (b)(ii), (b)(iii), (l), (v) and (w)); (j); (l) (solely in the form of Contingent Obligations in respect thereof); (r) (other than any such Indebtedness in respect of any Cash Pooling Arrangement or other pooled account arrangements and netting arrangements); (v) (solely in the form of Contingent

Obligations in respect thereof); and (w) (solely in the form of Contingent Obligations in respect thereof).".

(vii) Section 6.02 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.02, Holdings shall not incur, create, assume or permit to exist, directly or indirectly, any Lien on any property now owned or hereafter acquired by Holdings or on any income or revenues or rights in respect of any thereof, other than Liens under Section 6.02(a) (solely to the extent relating to Taxes of Holdings); (e) (solely to the extent relating to a judgment against Holdings); (j) (solely to the extent securing obligations owed by Holdings, and not in respect of any Cash Pooling Arrangement or other pooled account arrangements and netting arrangements); (k) (solely to the extent that such Liens do not attach to assets of Holdings that would constitute Excluded Property hereunder (unless such assets cease to constitute Excluded Property prior to the time any such Lien is granted, and so long as a Lien over such assets is granted in favor of the Collateral Agent to secure the Secured Obligations substantially concurrently therewith)); (o) (solely in the case of Liens securing refinancings of Indebtedness secured by any Lien permitted by clause (k) of Section 6.02); and (ee) (solely to the extent securing obligations owed by Holdings, and not in respect of any Cash Pooling Arrangement or other pooled account arrangements and netting arrangements)".

(viii) Section 6.03 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.03, Holdings shall not enter into any Sale and Leaseback Transaction.".

(ix) Section 6.04 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.04, Holdings shall not, directly or indirectly, make any Investment, other than Investments under Section 6.04(c)(ii) and (iii) (solely to the extent constituting a transaction that Holdings would be permitted to make under this Agreement), (i) (so long as such Investment does not result, directly or indirectly, in the incurrence of Indebtedness or any Contingent Obligations by Holdings or any other Person); (q) (solely as it relates to Contingent Obligations permitted by Section 6.01(i)); and (z).".

(x) Section 6.04 of the Credit Agreement is hereby further amended by deleting the word "and" at the end of clause (x), inserting the word "and" at the end of clause (y), and inserting the following as a new clause (z) immediately following clause (y):

"(z) any Excluded Holdings Investment;".

(xi) Section 6.05 of the Credit Agreement is hereby amended by adding the following clause (h) at the end thereof:

"(h) Notwithstanding anything to the contrary contained in this Section 6.05, Holdings shall not wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation (or agree to do any of the foregoing at any future time).".

(xii) Section 6.06 of the Credit Agreement is hereby amended by:

(A) amending and restating clause (u) thereof as follows:

"(u) to the extent constituting an Asset Sale, (i) the Ulsan Share Sale, (ii) a Qualified IPO, (iii) a Qualified Borrower IPO, and (iv) any Excluded Holdings Investment;"; and

(B) adding the following sentences at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.06, Holdings shall not, directly or indirectly, effect any Asset Sale, other than Asset Sales under Section 6.06(f) (solely to the extent constituting a transaction that Holdings would be permitted to make under this Agreement); (o) (but subject to the limitations set forth in the last sentence of Section 6.04); (p)(A); (u)(ii), (iii) and (iv).".

(xiii) Section 6.07 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.07, Holdings shall not be or become a party to any existing or new pooled account, netting agreement or any Cash Pooling Arrangement or incur any fees, costs, expenses, indemnification obligations or other obligations in respect of any of the foregoing.".

(xiv) Section 6.08 of the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit A hereto.

(xv) Section 6.09(d) of the Credit Agreement is hereby amended and restated as follows:

"reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans) and indemnification arrangements, in each case approved by the Board of Directors of the Designated Company, and solely to the extent attributable to the ownership or operation of the Canadian Borrower and its Subsidiaries;".

(xvi) Section 6.09 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.09, with respect to any transactions with Affiliates of any Company involving Holdings, such transactions shall only be permitted under this Section 6.09 to the extent that Holdings would not be prohibited from entering into and consummating such transaction pursuant to the last sentence of each of Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, or 6.12, 6.13, 6.15; the definition of Series of Cash Neutral Transactions; or Section 6.09(a), (f), (g), (k), (n) or (o).".

(xvii) Section 6.09 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (m), inserting the word "and" at the end of clause (n), and inserting the following as a new clause (o) immediately following clause (n):

"(o) any Excluded Holdings Investment;".

(xviii) Section 6.12 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.12, Holdings shall not permit any Subsidiary (other than the Companies) or any Excluded Holdings Investment to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Designated Company to take any of the actions described in clauses (a), (b) and (c) in the first sentence of this Section 6.12.".

(xix) Section 6.13 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.13, Holdings shall not Issue or permit the Designated Company to issue any Disqualified Capital Stock.".

(xx) Section 6.15(a) of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in Section 6.15(a), Holdings shall not make or borrow any intercompany loans to or from any other Company (whether pursuant to Section 6.15(a)(ii) or (iii) or otherwise), in each case unless arrangements reasonably satisfactory to the Collateral Agent shall have been made to pledge the note, loan agreement, and rights in respect of such intercompany loan and the rights to payment in respect thereof, and upon such pledge, such assets shall not constitute Excluded Property.”.

(xxi) Section 6.15(a) of the Credit Agreement is hereby further amended by deleting the “.” at the end thereof and replacing it with the following:

“; provided, that the foregoing shall not prohibit Holdings from acquiring, holding, making or managing any Excluded Holdings Investment.”.

Section 3. Conditions Precedent to Effectiveness of this Amendment. This Amendment shall become effective as of the first date (the “**Amendment Effective Date**”) on which each of the following conditions precedent shall have been satisfied, or duly waived by the Lenders party hereto and the Agents party hereto:

(a) Executed Amendment. The Administrative Agent shall have received this Amendment, duly executed by each of the Loan Parties, the Third Party Security Provider, the Lenders party hereto (which constitute the Required Lenders under the Credit Agreement), the Issuing Banks party hereto, the Administrative Agent and the Collateral Agent.

(b) Representations and Warranties. Each of the representations and warranties contained in Section 4 below and in any other Loan Document shall be true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, “Material Adverse Effect” or similar language, in all respects) on and as of the date hereof.

(c) No Default or Event of Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing or would result from the effectiveness of this Amendment.

Section 4. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent, the Collateral Agent and each Lender and Issuing Bank as follows:

(a) After giving effect to this Amendment, each of the representations and warranties in the Amended Credit Agreement or in any other Loan Document are true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, “Material Adverse Effect” or similar language, in all respects) on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representations and warranties are true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, “Material Adverse Effect” or similar language, in all respects) as of such earlier date.

(b) The execution and delivery by the Borrowers, the other Loan Parties and the Third Party Security Provider of this Amendment, and the performance of this Amendment and the Amended Credit Agreement by the Borrowers, the other Loan Parties and the Third Party

Security Provider (as applicable), in each case have been duly authorized by all requisite organizational action on its part and will not violate any of its Organizational Documents.

(c) This Amendment has been duly executed and delivered by Novelis Inc., the Borrowers, the other Loan Parties and the Third Party Security Provider, and each of this Amendment and the Amended Credit Agreement constitutes the Borrowers', the other Loan Parties' and the Third Party Security Provider's, as applicable, legal, valid and binding obligation, enforceable against it in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing as of the date hereof.

Section 5. Authorization of Lien Releases.

(a) The Collateral Agent is hereby authorized by the Required Lenders to release any Lien on any assets of Holdings that, after giving effect to this Amendment, constitutes Excluded Property and to execute and deliver any lien releases, instruments or other documents, and to make any filings, reasonably requested by Holdings in order to give effect to such release.

Section 6. Continuing Effect; Liens and Guarantees; No Novation.

(a) Each of the Loan Parties and the Third Party Security Provider hereby consents to this Amendment and the Amended Credit Agreement. Each of the Loan Parties and the Third Party Security Provider hereby acknowledges and agrees that all of its Secured Obligations, including all Liens and (in the case of the Loan Parties) Guarantees granted to the Secured Parties under the applicable Loan Documents, are ratified and reaffirmed and that such Liens and Guarantees shall continue in full force and effect on and after Amendment Effective Date to secure and support the Secured Obligations. Each of the Loan Parties hereby further ratifies and reaffirms the validity, enforceability and binding nature of the Secured Obligations.

(b) Holdings, the Canadian Borrower and each Subsidiary Guarantor hereby (i) acknowledges and agrees to the terms of this Amendment and the Amended Credit Agreement and (ii) confirms and agrees that, each of its Guarantee and any Foreign Guarantee is, and shall continue to be, in full force and effect, and shall apply to all Secured Obligations without defense, counterclaim or offset of any kind and each of its Guarantee and any such Foreign Guarantee is hereby ratified and confirmed in all respects. Each of the Borrowers hereby confirms its liability for the Secured Obligations, without defense, counterclaim or offset of any kind.

(c) Holdings (except as provided herein and in the Amended Credit Agreement), each of the Borrowers, the other Loan Parties and the Third Party Security Provider hereby ratifies and reaffirms the validity and enforceability (without defense, counterclaim or offset of any kind) of the Liens and security interests granted by it to the Collateral Agent for the benefit of the Secured Parties to secure any of the Secured Obligations by Holdings, the Borrowers, any other

Loan Party and the Third Party Security Provider pursuant to the Loan Documents to which any of Holdings, the Borrowers, any other Loan Party or the Third Party Security Provider is a party and hereby confirms and agrees that notwithstanding the effectiveness of this Amendment, and except as expressly amended by this Amendment, each such Loan Document is, and shall continue to be, in full force and effect and each is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of this Amendment, each reference in the Loan Documents to the "Credit Agreement", "thereunder", "thereof" (and each reference in the Credit Agreement to this "Agreement", "hereunder" or "hereof") or words of like import shall mean and be a reference to the Amended Credit Agreement.

(d) Without limiting the generality of this Section 6, Section 7 or Section 8, (i) neither this Amendment, the Amended Credit Agreement, nor any other Loan Document entered into in connection herewith or therewith, shall extinguish the "Secured Obligations" (or any term of like import) as defined or referenced in each Security Agreement, or the "Secured Obligations" under and as defined in the Credit Agreement (collectively, the "**Loan Document Secured Obligations**"), or discharge or release the priority of any Loan Document, and any security interest previously granted pursuant to each Loan Document is hereby reaffirmed and each such security interest continues in effect and secures the Loan Document Secured Obligations, (ii) nothing contained herein, in the Amended Credit Agreement or any other Loan Document entered into in connection herewith or therewith shall be construed as a substitution or novation of all or any portion of the Loan Document Secured Obligations or instruments securing any of the foregoing, which shall remain in full force and effect and shall continue as obligations under the Amended Credit Agreement, and (iii) nothing implied in this Amendment, the Amended Credit Agreement or any other Loan Document entered into in connection herewith or therewith, or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of any Loan Party or the Third Party Security Provider from any of its Loan Document Secured Obligations, it being understood that such obligations shall continue as obligations under the Amended Credit Agreement.

Section 7. U.S. Reaffirmation.

(a) Each Reaffirming Party hereby confirms its guarantees, assignments, pledges and grants of security interests, as applicable, under each Guarantee, the Amended U.S. Security Agreement, and each other U.S. Security Agreement to which it is a party, and agrees that such guarantees, assignments, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Collateral Agent for the benefit of the Secured Parties.

(b) Each Reaffirming Party hereby confirms and agrees that the "Secured Obligations" (or any term of like import) as defined or referenced in any Guarantee, the Amended U.S. Security Agreement, and any other U.S. Security Agreement will include the "Secured Obligations" as defined in the Amended Credit Agreement.

Section 8. Reference to and Effect on the Loan Documents.

(a) Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement and the other Loan Documents (including all exhibits and schedules to each of the Credit Agreement and the other Loan Documents) are and shall remain in full force and effect and are hereby ratified and confirmed. The amendments provided for herein and in the exhibit attached hereto are limited to the specific provisions of the Credit Agreement specified herein and therein and shall not constitute an amendment of, or an indication of the Administrative Agent's or any Lender's or any Issuing Bank's willingness to amend or waive, any other provisions of the Credit Agreement, as amended hereby or thereby, or the same sections or any provision of any other Loan Document for any other date or purpose.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender under the Credit Agreement or any Loan Document, or constitute a waiver or amendment of any other provision of the Credit Agreement or any Loan Document except as and to the extent expressly set forth herein.

(c) The execution and delivery of this Amendment by any Loan Party or the Third Party Security Provider shall not constitute a joinder by, or agreement to be bound by the terms of, any Loan Document to which such Loan Party or the Third Party Security Provider is not a party.

(d) This Amendment shall constitute a Loan Document.

Section 9. Further Assurances; Post-Closing Requirements.

(a) Each Borrower, each other Loan Party and the Third Party Security Provider hereby agrees to execute any and all further documents, agreements and instruments and take all further actions that the Administrative Agent deems reasonably necessary or advisable in connection with this Amendment, including to continue and maintain the effectiveness of the Liens and guarantees provided for under the Loan Documents, with the priority contemplated under the Loan Documents. The Administrative Agent and the Collateral Agent are hereby authorized by the Lenders and the Issuing Banks to enter into all such further documents, agreements and instruments, and to file all financing statements deemed by the Administrative Agent to be reasonably necessary or advisable in connection with this Amendment.

Section 10. Counterparts.

(a) This Amendment and any notices delivered under this Amendment, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment or on any notice delivered to the Administrative Agent under this Amendment.

(b) This Amendment and any notices delivered under this Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt by the Administrative Agent of a facsimile copy or electronic image scan transmission (e.g., PDF via electronic email) of an executed signature page and any notices as set forth herein shall constitute receipt by the Administrative Agent and shall be as effective as delivery of a manually executed counterpart of the Amendment or notice.

Section 11. Governing Law. This Amendment and any dispute, claim, counterclaim or cause of action arising hereunder or relating hereto (whether in contract, tort or otherwise and in law or equity) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

Section 12. Headings. Section headings contained in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 13. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

Section 14. Submission to Jurisdiction; Waiver of Venue. Sections 11.09(b) and (c) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers and members thereunto duly authorized, on the date first indicated above.

NOVELIS INC., as the Canadian Borrower, Administrative Borrower and a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

AV MINERALS (NETHERLANDS) N.V., as Holdings and a Dutch Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS CORPORATION, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS GLOBAL EMPLOYMENT ORGANIZATION, INC., as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS SOUTH AMERICA HOLDINGS LLC, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS HOLDINGS INC.,
as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS UK LTD, as U.K. Borrower and a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS EUROPE HOLDINGS LIMITED,
as a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS SERVICES LIMITED,
as a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS AG, as Swiss Borrower, European Administrative Borrower and a Swiss Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS SWITZERLAND SA,
as a Swiss Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

4260848 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

4260856 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

8018227 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

SIGNED AND DELIVERED AS A DEED
for and on behalf of NOVELIS ALUMINIUM HOLDING UNLIMITED COMPANY
by its lawfully appointed attorney,
as Irish Guarantor
in the presence of:

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

witness:

By: /s/ Kristine Galinis
Name: Kristine Galinis
Title: Executive Assistant

Address: 3550 Peachtree Rd NE, Suite 1100
Atlanta, GA 30326

Occupation: Executive Assistant

NOVELIS DEUTSCHLAND GMBH,
as a German Borrower and a German Guarantor

By: /s/ Siegfried Adloff
Name: Siegfried Adloff
Title: Managing Director

NOVELIS SHEET INGOT GMBH,
as a German Guarantor

By: /s/ Peter Haycock
Name: Peter Haycock
Title: Managing Director

NOVELIS DO BRASIL LTDA.,
as Brazilian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney-in-Fact

witness:

By: /s/ Kristine Galinis
Name: Kristine Galinis
Title: Executive Assistant

witness:

By: /s/ Chirag Shah
Name: Chirag Shah
Title: VP, Deputy General Counsel

NOVELIS PAE S.A.S., as French Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney-in-Fact

NOVELIS MEA LTD, a Company Limited by Shares under the Companies Law of the Dubai International Financial Centre,
as Dubai Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ITALIA S.P.A., as Third Party Security Provider

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM HOLDINGS CORPORATION, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR INTERNATIONAL, INC., as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS, INC., as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ASSET MANAGEMENT CORPORATION, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS, LLC, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS SALES CORPORATION, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR RECYCLING OF OHIO, LLC, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM-ALABAMA, LLC, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM, LLC, as a U.S. Borrower and a Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS DEUTSCHLAND HOLDING GMBH, as a German Guarantor

By: /s/ Roland Leder
Name: Roland Leder
Title: Managing Director

NOVELIS KOBLENZ GMBH, as a German Guarantor and a German Borrower

By: /s/ Nils Leonhardt
Name: Nils Leonhardt
Title: Managing Director

NOVELIS CASTHOUSE GERMANY GMBH, as a German Guarantor and a German Borrower

By: /s/ Nils Leonhardt
Name: Nils Leonhardt
Title: Managing Director

NOVELIS NETHERLANDS B.V., as a Dutch Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent, U.S. Swingline Lender and as a Lender

By: /s/ Brandi Petrucci
Name: Brandi Petrucci
Title: Director, Authorized Signatory

WELLS FARGO BANK, N.A. (LONDON BRANCH), as European Swingline Lender

By: ______________________
Name: Alison Powell
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent, U.S. Swingline Lender and as a Lender

By: /s/ Brandi Petrucci
Name: Brandi Petrucci
Title: Director, Authorized Signatory

WELLS FARGO BANK, N.A. (LONDON BRANCH), as European Swingline Lender

By: /s/ Nigel Hogg
Name: Nigel Hogg
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as an Issuing Bank

By: /s/ Brandi Petrucci
Name: Brandi Petrucci
Title: Director, Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

BANK OF AMERICA, N.A., as a Lender

By: /s/ Thomas Pietro

Name: Thomas Pietro

Title: Assistant Vice President

BANK OF AMERICA, N.A., as an Issuing Bank

By: /s/ Thomas Pietro

Name: Thomas Pietro

Title: Assistant Vice President

BANK OF MONTREAL, as a Lender

By: /s/ Beth Izzo
Name: Beth Izzo
Title: Director

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

BARCLAYS BANK IRELAND PLC, as a Lender

By: /s/ Mark Pope

Name: Mark Pope

Title: Vice President

BARCLAYS BANK PLC, as an Issuing Bank

By: /s/ Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

BNP PARIBAS, as a Lender

By: /s/ Zachary Kaiser
Name: Zachary Kaiser
Title: Director

By: /s/ Delphine Gaudiot
Name: Delphine Gaudiot
Title: Managing Director

CITIBANK, N.A., as a Lender

By: /s/ Allister Chan

Name: Allister Chan

Title: Vice President & Director

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender and an Issuing Bank

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Suzan Onal
Name: Suzan Onal
Title: Director

HSBC BANK USA, NA, as a Lender

By: /s/ Pradipto Sen

Name: Pradipto Sen

Title: Director, Global Banking

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

ING CAPITAL LLC, as a Lender

By: /s/ Jean Grasso

Name: Jean Grasso

Title: Managing Director

By: /s/ Brent Phillips

Name: Brent Phillips

Title: Director

JP MORGAN CHASE BANK, N.A., as a Lender

By: /s/ Ahmed Ali

Name: Ahmed Ali

Title: VP

MIZUHO BANK, LTD., as a Lender

By: /s/ Donna DeMagistris

Name: Donna DeMagistris

Title: Managing Director

Attached is the signature page from Morgan Stanley for Novelis Inc.

Please send closing sets and all related documentation to:

Morgan Stanley
One Utah Center
201 South Main Street, 5th Floor
Salt Lake City, Utah 84111
Attention: Carrie Johnson
Phone: 801-236-3655

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Karina Rodriquez

Name: Karina Rodriguez
Title: Authorized Signatory

PNC BANK, N.A., as a Lender

By: /s/ Ryan Maloy

Name: Ryan Maloy

Title: Assistant Vice President

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

REGIONS BANK, as a Lender

By: /s/ John Hails

Name: John Hails

Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

STANDARD CHARTERED BANK, as a Lender

By: /s/ Ambrish Mathur

Name: Ambrish Mathur
Title: Head of Global Subsidiaries, Americas

TRUIST BANK, as a Lender

By: /s/ Edvta Bielawski

Name: Edvta Bielawski

Title: Director

[SIGNATURE PAGE TO AMENDMENT NO. 13 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT]

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK (CANADA BRANCH),
as a Lender

By: / s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: / s/ Gordon Yip
Name: Gordon Yipd
Title: Director

Exhibit A

Section 6.08 Dividends

Section 6.08 Dividends. Declare or pay, directly or indirectly, any Dividends, except that the following shall be permitted:

(a) (i) Dividends by any Company to the Canadian Borrower or a Wholly Owned Subsidiary of the Canadian Borrower and (ii) Dividends by the Canadian Borrower payable solely in Qualified Capital Stock;

(b) (i) Dividends by any Subsidiary of the Canadian Borrower that is not a Loan Party to any Wholly Owned Subsidiary of the Canadian Borrower that is not a Loan Party and (ii) cash Dividends by any Subsidiary of the Canadian Borrower that is not a Loan Party to the holders of its Equity Interests on a pro rata basis;

(c) (A) to the extent actually used by Holdings to pay such franchise taxes; costs and expenses; and fees, payments by the Designated Company to or on behalf of Holdings in an amount sufficient to pay franchise taxes; costs; expenses; and other fees solely required to maintain the legal existence of Holdings, (B) payments by the Designated Company to or on behalf of Holdings in an amount sufficient to pay out-of-pocket legal, accounting and filing costs and other expenses in the nature of overhead in the ordinary course of business of Holdings, and (C) management, consulting, monitoring and advisory fees and related expenses and termination fees pursuant to a management agreement with one or more Specified Holders relating to the Designated Company (collectively, the “Management Fees”), in the case of clauses (A), (B) and (C) in an aggregate amount not to exceed in any calendar year the greater of (i) $20,000,000 and (ii) 1.5% of the Designated Company’s Consolidated EBITDA (Leverage) in the prior calendar year;

(d) the Designated Company may pay cash Dividends to the holders of its Equity Interests; provided that the Dividends described in this clause (d) shall not be permitted if the Availability Conditions are not satisfied on the date of payment thereof;

(e) [reserved];

(f) to the extent constituting a Dividend, payments permitted by Section 6.09(d) that do not relate to Equity Interests;

(g) Dividends by any Subsidiary of the Canadian Borrower to the Canadian Borrower or any other Subsidiary of the Canadian Borrower that are part of a Series of Cash Neutral Transactions; provided no Default has occurred and is continuing;

(h) following a Qualified IPO, Dividends paid to Holdings (which may pay the proceeds thereof to the holders of its Equity Interests) or, in the case of a Qualified Canadian Borrower IPO, its other equity holders, of up to 6% of the net cash proceeds received by (or contributed to the capital of) the Designated Company in or from such Qualified IPO in any fiscal year; and

(i) Dividends to repurchase Equity Interests of the Canadian Borrower or any direct or indirect parent entity (or following a Qualified Canadian Borrower IPO, Equity Interests of the Canadian Borrower) from current or former officers, directors or employees of the Designated Company or any of its Restricted Subsidiaries or any direct or indirect parent entity (or permitted transferees of such current or former officers, directors or employees) (only to the extent attributable to the Canadian Borrower or any of its Subsidiaries); provided, however, that the aggregate amount of such repurchases shall not exceed (i) $10,000,000 in any calendar year prior to completion of a Qualified IPO, or (ii) $15,000,000 in any calendar year following completion of a Qualified IPO (with unused amounts in any calendar year being permitted to be carried over for the next two succeeding calendar years up to a maximum of (A) $20,000,000 in the aggregate in any calendar year prior to completion of a Qualified IPO, or (B) $30,000,000 in the aggregate in any calendar year following completion of a Qualified IPO).

AMENDMENT NO. 9 TO CREDIT AGREEMENT

dated as of December 6, 2024,

between

NOVELIS INC.,
as Borrower of Tranche A-1 Term Loans,

NOVELIS ALR ALUMINUM HOLDINGS CORPORATION
(f/k/a Aleris Corporation),
as Co-Borrower of the Tranche A-2 Term Loans,

AV MINERALS (NETHERLANDS) N.V.,
as Holdings,

THE OTHER LOAN PARTIES PARTY HERETO,

THE THIRD PARTY SECURITY PROVIDER,

and

STANDARD CHARTERED BANK,
as Administrative Agent and as Collateral Agent

and

the Lenders signatory hereto.

This AMENDMENT NO. 9 TO CREDIT AGREEMENT (this "**Amendment**"), dated as of December 6, 2024, is entered into among NOVELIS INC., a corporation amalgamated under the Canada Business Corporations Act and having its corporate office at One Phipps Plaza, 3550 Peachtree Road Suite 1100, Atlanta, GA 30326, USA ("**Novelis Inc.**"), as Borrower, NOVELIS ALR ALUMINUM HOLDINGS CORPORATION (f/k/a Aleris Corporation), a Delaware corporation, as Co-Borrower of the Tranche A-2 Term Loans ("**ALR Aluminum**"), AV MINERALS (NETHERLANDS) N.V., a corporation organized under the laws of the Netherlands ("**Holdings**"), the other LOAN PARTIES (as defined in the Credit Agreement referred to below), NOVELIS ITALIA S.P.A. (the "**Third Party Security Provider**"), STANDARD CHARTERED BANK, being a company incorporated in England by Royal Charter 1853, with reference number ZC18 and whose registered office is 1 Basinghall Avenue, London EC2V 5DD, as administrative agent (in such capacity, and together with its successors in such capacity, "**Administrative Agent**"), and as collateral agent (in such capacity, and together with its successors in such capacity, "**Collateral Agent**") under the Credit Agreement referred to below, and the lenders signatory hereto.

RECITALS

WHEREAS, Novelis Inc., ALR Aluminum, the other Loan Parties from time to time party thereto, the Administrative Agent, the Collateral Agent and the Lenders from time to time party thereto, entered into that certain Credit Agreement, dated as of January 10, 2017 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "**Credit Agreement**"; the Credit Agreement, as amended by this Amendment, the "**Amended Credit Agreement**");

WHEREAS, on March 20, 2024, Novelis Inc. made a $100 million cash Dividend to Holdings, in each case in a manner permitted under the Credit Agreement;

WHEREAS, at the time of the Dividend of the Specified Initial Cash to Holdings, the Designated Company certified to the Administrative Agent that the Dividend of the Specified Initial Cash from Holdings to Hindalco was permitted under the Credit Agreement;

WHEREAS, Holdings did not distribute the Specified Initial Cash to Hindalco, and such cash remains at Holdings as of the date hereof;

WHEREAS, Novelis Inc. has requested amendments to the Credit Agreement as herein set forth;

WHEREAS, Novelis Inc., ALR Aluminum, the other Loan Parties, the Third Party Security Provider, the Administrative Agent, the Collateral Agent and the Lenders party hereto (which Lenders constitute the Required Lenders under the Credit Agreement), have agreed to amend the Credit Agreement on the terms and subject to the conditions herein provided;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties and covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Credit Agreement.

Section 2. Amendments; Authorization.

2.01 Subject to the terms and conditions set forth herein, effective as of the Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

(i) Section 1.01 of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

"**Excluded Holdings Cash**" shall mean Hindalco Contributed Cash and Novelis Distributed Cash.

"**Excluded Holdings Investment**" shall mean any Investment by Holdings (other than any Investment in the Designated Company or any of its Subsidiaries; and not, for the avoidance of doubt, the incurrence or issuance of Indebtedness by Holdings) funded solely with Excluded Holdings Cash."

"**Hindalco Contributed Cash**" shall mean any cash received by Holdings from Hindalco or any of its Affiliates (other than a Company), whether pursuant to an equity contribution or other Investment (solely to the extent that such Investment would not constitute Indebtedness of Holdings), so long as such cash is (i) used to fund an Excluded Holdings Investment or (ii) otherwise used in the business of the Companies, in the case of this clause (ii), in a manner not prohibited by the Loan Documents.

"**Novelis Distributed Cash**" shall mean (a) the Specified Initial Cash, and (b) any cash received by Holdings from one or more Specified Permitted Dividends from the Designated Company, so long as such cash is (i) used to fund an Excluded Holdings Investment or (ii) otherwise used in the business of the Companies, in the case of this clause (ii), in a manner not prohibited by the Loan Documents.

"**Specified Initial Cash**" shall mean cash in the amount of $100 million received by Holdings from the Designated Company on March 20, 2024.

"**Specified Permitted Dividend**" shall mean a Dividend by the Designated Company to Holdings, solely to the extent that (i) such Dividend, at the time it is made, and assuming for purposes of this definition that it was made by Holdings to Hindalco, is not prohibited by the Loan Documents and (ii) the Designated Company certifies to the Administrative Agent as to the foregoing, which certification shall specify the amount and date of such Dividend, and the provision in Section 6.08 that it is using and complying with to make such Dividend.”.

(ii) The definition of “**Excluded Property**” in Section 1.01 of the Credit Agreement is hereby amended by deleting the word “and” at the end of clause (o), inserting the word “and” at the end of clause (p), and inserting the following as a new clause (q) immediately following clause (p):

“(q) except as otherwise provided in Section 6.15(a), all property of Holdings other than Equity Interests of the Designated Company.”.

(iii) The definition of “**Restricted Subsidiary**” in Section 1.01 of the Credit Agreement is hereby amended by adding the following at the end of clause (i) thereof: “or any Excluded Holdings Investment”.

(iv) The definition of “**Series of Cash Neutral Transactions**” in Section 1.01 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, for purposes of this definition and the definition of Initiating Company, references to “Companies” and “Company” herein excludes Holdings, and, for the avoidance of doubt, Holdings, and the assets of Holdings, shall not be included in any Series of Cash Neutral Transactions.”.

(v) The first paragraph of Article VI of the Credit Agreement is hereby amended and restated as follows:

“Each Loan Party warrants, covenants and agrees with each Lender that, from and after the Closing Date, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full, unless the Required Lenders (and such other Lenders whose consent may be required under Section 11.02) shall otherwise consent in writing, no Loan Party (with respect to Section 6.08 only, other than Holdings) will, nor will Holdings or any other Loan Party cause or permit any Restricted Subsidiaries to:”.

(vi) Section 6.01 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

“Notwithstanding anything to the contrary contained in this Section 6.01, Holdings shall not incur, create, assume or permit to exist, directly or indirectly, any Indebtedness of Holdings, other than Indebtedness under Section 6.01(a); (b)(ii) (solely in the form of Contingent Obligations in respect thereof); (i)(i) (solely as it relates to Contingent Obligations in respect of obligations under clause (b)(ii), (l), (v), (w) and (dd)); (j); (l) (solely in the form of Contingent Obligations in respect thereof); (r) (other than any such Indebtedness in respect of any Cash Pooling Arrangement or other pooled account arrangements and netting arrangements); (v) (solely in the form of Contingent Obligations in respect thereof); (w) (solely in the form of Contingent Obligations in respect thereof); and (dd) (solely in the form of Contingent Obligations in respect thereof).".

(vii) Section 6.02 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.02, Holdings shall not incur, create, assume or permit to exist, directly or indirectly, any Lien on any property now owned or hereafter acquired by Holdings or on any income or revenues or rights in respect of any thereof, other than Liens under Section 6.02(a) (solely to the extent relating to Taxes of Holdings); (e) (solely to the extent relating to a judgment against Holdings); (j) (solely to the extent securing obligations owed by Holdings); (k) (solely to the extent that such Liens do not attach to assets of Holdings that would constitute Excluded Property hereunder (unless such assets cease to constitute Excluded Property prior to the time any such Lien is granted, and so long as a Lien over such assets is granted in favor of the Collateral Agent to secure the Secured Obligations substantially concurrently therewith)); (o) (solely in the case of Liens securing refinancings of Indebtedness secured by any Lien permitted by clause (k) of Section 6.02); and (cc) (solely to the extent securing obligations owed by Holdings, and not in respect of any Cash Pooling Arrangement or other pooled account arrangements and netting arrangements)".

(viii) Section 6.03 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.03, Holdings shall not enter into any Sale and Leaseback Transaction.".

(ix) Section 6.04 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.04, Holdings shall not, directly or indirectly, make any Investment, other than Investments under Section 6.04(c)(ii) and (iii) (solely to the extent constituting a transaction that Holdings would be permitted to make under this Agreement), (i) (so long as such Investment does not result, directly or indirectly, in the incurrence of Indebtedness or any Contingent Obligations by Holdings or any other Person); (q) (solely as it relates to Contingent Obligations permitted by Section 6.01(i)); and (dd).".

(x) Section 6.04 of the Credit Agreement is hereby further amended by deleting the word "and" at the end of clause (bb), inserting the word "and" at the end of clause (cc), and inserting the following as a new clause (dd) immediately following clause (cc):

"(dd) any Excluded Holdings Investment;".

(xi) Section 6.05 of the Credit Agreement is hereby amended by adding the following clause (h) at the end thereof:

"(h) Notwithstanding anything to the contrary contained in this Section 6.05, Holdings shall not wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation (or agree to do any of the foregoing at any future time).".

(xii) Section 6.06 of the Credit Agreement is hereby amended by:

(A) amending and restating clause (u) thereof as follows:

"(u) to the extent constituting an Asset Sale, (i) the Ulsan Share Sale, (ii) a Qualified IPO, (iii) a Qualified Borrower IPO, and (iv) any Excluded Holdings Investment;"; and

(B) adding the following sentences at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.06, Holdings shall not, directly or indirectly, effect any Asset Sale, other than Asset Sales under Section 6.06(f) (solely to the extent constituting a transaction that Holdings would be permitted to make under this Agreement); (o) (but subject to the limitations set forth in the last sentence of Section 6.04); (p)(A); (u)(ii), (iii) and (iv).".

(xiii) Section 6.07 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.07, Holdings shall not be or become a party to any existing or new pooled account, netting agreement or any Cash Pooling Arrangement or incur any fees, costs, expenses, indemnification obligations or other obligations in respect of any of the foregoing.".

(xiv) Section 6.08 of the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit A hereto.

(xv) Section 6.09(d) of the Credit Agreement is hereby amended and restated as follows:

"reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans) and indemnification arrangements, in each case approved by the Board of Directors of the Designated Company, and solely to the extent attributable to the ownership or operation of the Borrower and its Subsidiaries;".

(xvi) Section 6.09 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.09, with respect to any transactions with Affiliates of any Company involving Holdings, such transactions shall only be permitted under this Section 6.09 to the extent that Holdings would not be prohibited from entering into and consummating such transaction pursuant to the last sentence of each of Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, or 6.12, 6.13, 6.15; the definition of Series of Cash Neutral Transactions; or Section 6.09(a), (f), (g), (k), (n) or (o).".

(xvii) Section 6.09 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (m), inserting the word "and" at the end of clause (n), and inserting the following as a new clause (o) immediately following clause (n):

"(o) any Excluded Holdings Investment;".

(xviii) Section 6.12 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.12, Holdings shall not permit any Subsidiary (other than the Companies) or any Excluded Holdings Investment to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Designated Company to take any of the actions described in clauses (a), (b) and (c) in the first sentence of this Section 6.12.".

(xix) Section 6.13 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 6.13, Holdings shall not Issue or permit the Designated Company to issue any Disqualified Capital Stock.".

(xx) Section 6.15(a)(i) of the Credit Agreement is hereby amended by deleting clause (z) therefrom.

(xxi) Section 6.15(a) of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in Section 6.15(a), Holdings shall not make or borrow any intercompany loans to or from any other Company (whether pursuant to Section 6.15(a)(ii) or (iii) or otherwise), in each case unless arrangements reasonably satisfactory to the Collateral Agent shall have been made to pledge the note, loan agreement, and rights in respect of such intercompany loan and the rights to payment in respect thereof, and upon such pledge, such assets shall not constitute Excluded Property.".

(xxii) Section 6.15(a) of the Credit Agreement is hereby further amended by deleting the "." at the end thereof and replacing it with the following:

"; provided, that the foregoing shall not prohibit Holdings from acquiring, holding, making or managing any Excluded Holdings Investment.".

Section 3. Conditions Precedent to Effectiveness of this Amendment. This Amendment shall become effective as of the first date (the "**Amendment Effective Date**") on which each of the following conditions precedent shall have been satisfied, or duly waived by the Lenders party hereto and the Agents party hereto:

(a) Executed Amendment. The Administrative Agent shall have received this Amendment, duly executed by each of the Loan Parties, the Third Party Security Provider, the Lenders party hereto (which constitute the Required Lenders under the Credit Agreement), the Administrative Agent and the Collateral Agent.

(b) Representations and Warranties. Each of the representations and warranties contained in Section 4 below and in any other Loan Document shall be true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, "Material Adverse Effect" or similar language, in all respects) on and as of the date hereof.

(c) No Default or Event of Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing or would result from the effectiveness of this Amendment.

Section 4. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent, the Collateral Agent and each Lender as follows:

(a) After giving effect to this Amendment, each of the representations and warranties in the Amended Credit Agreement or in any other Loan Document are true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, "Material Adverse Effect" or similar language, in all respects) on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representations and warranties are true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to materiality, "Material Adverse Effect" or similar language, in all respects) as of such earlier date.

(b) The execution and delivery by Novelis Inc., ALR Aluminum, the other Loan Parties and the Third Party Security Provider of this Amendment, and the performance of this Amendment and the Amended Credit Agreement by Novelis Inc., ALR Aluminum, the other Loan Parties and the Third Party Security Provider (as applicable), in each case have been duly authorized by all requisite organizational action on its part and will not violate any of its Organizational Documents.

(c) This Amendment has been duly executed and delivered by Novelis Inc., ALR Aluminum, the other Loan Parties and the Third Party Security Provider, and each of this Amendment and the Amended Credit Agreement constitutes Novelis Inc.'s, ALR Aluminum's, the other Loan Parties' and the Third Party Security Provider's, as applicable, legal, valid and binding obligation, enforceable against it in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing as of the date hereof.

Section 5. Authorization of Lien Releases.

(a) The Collateral Agent is hereby authorized by the Required Lenders to release any Lien on any assets of Holdings that, after giving effect to this Amendment, constitutes Excluded Property and to execute and deliver any lien releases, instruments or other documents, and to make any filings, reasonably requested by Holdings in order to give effect to such release.

Section 6. Continuing Effect; Liens and Guarantees; No Novation.

(a) Each of the Loan Parties and the Third Party Security Provider hereby consents to this Amendment and the Amended Credit Agreement. Each of the Loan Parties and the Third Party Security Provider hereby acknowledges and agrees that all of its Secured Obligations, including all Liens and (in the case of the Loan Parties) Guarantees granted to the Secured Parties under the applicable Loan Documents, are ratified and reaffirmed and that such Liens and Guarantees shall continue in full force and effect on and after Amendment Effective Date to secure and support the Secured Obligations. Each of the Loan Parties hereby further ratifies and reaffirms the validity, enforceability and binding nature of the Secured Obligations.

(b) Holdings and each Subsidiary Guarantor hereby (i) acknowledges and agrees to the terms of this Amendment and the Amended Credit Agreement and (ii) confirms and agrees that, each of its Guarantee and any Foreign Guarantee is, and shall continue to be, in full force and effect, and shall apply to all Secured Obligations without defense, counterclaim or offset of any kind and each of its Guarantee and any such Foreign Guarantee is hereby ratified and confirmed in all respects. Each of Novelis Inc. and ALR Aluminum hereby confirms its liability for the Secured Obligations, without defense, counterclaim or offset of any kind.

(c) Each of Novelis Inc., ALR Aluminum, the other Loan Parties and the Third Party Security Provider hereby ratifies and reaffirms the validity and enforceability (without defense, counterclaim or offset of any kind) of the Liens and security interests granted by it to the Collateral Agent for the benefit of the Secured Parties to secure any of the Secured Obligations by Holdings, Novelis Inc., ALR Aluminum, any other Loan Party and the Third Party Security Provider pursuant to the Loan Documents to which any of Holdings, Novelis Inc., ALR

Aluminum, any other Loan Party or the Third Party Security Provider is a party and hereby confirms and agrees that notwithstanding the effectiveness of this Amendment, and except as expressly amended by this Amendment, each such Loan Document is, and shall continue to be, in full force and effect and each is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of this Amendment, each reference in the Loan Documents to the “Credit Agreement”, “thereunder”, “thereof” (and each reference in the Credit Agreement to this “Agreement”, “hereunder” or “hereof”) or words of like import shall mean and be a reference to the Amended Credit Agreement.

(d) Without limiting the generality of this Section 6 or Section 7, (i) neither this Amendment, the Amended Credit Agreement, nor any other Loan Document entered into in connection herewith or therewith, shall extinguish the “Secured Obligations” (or any term of like import) as defined or referenced in each Security Agreement, or the “Secured Obligations” under and as defined in the Credit Agreement (collectively, the “**Loan Document Secured Obligations**”), or discharge or release the priority of any Loan Document, and any security interest previously granted pursuant to each Loan Document is hereby reaffirmed and each such security interest continues in effect and secures the Loan Document Secured Obligations, (ii) nothing contained herein, in the Amended Credit Agreement or any other Loan Document entered into in connection herewith or therewith shall be construed as a substitution or novation of all or any portion of the Loan Document Secured Obligations or instruments securing any of the foregoing, which shall remain in full force and effect and shall continue as obligations under the Amended Credit Agreement, and (iii) nothing implied in this Amendment, the Amended Credit Agreement or any other Loan Document entered into in connection herewith or therewith, or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of any Loan Party or the Third Party Security Provider from any of its Loan Document Secured Obligations, it being understood that such obligations shall continue as obligations under the Amended Credit Agreement.

Section 7. Reference to and Effect on the Loan Documents.

(a) Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement and the other Loan Documents (including all exhibits and schedules to each of the Credit Agreement and the other Loan Documents) are and shall remain in full force and effect and are hereby ratified and confirmed. The amendments provided for herein are limited to the specific provisions of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of the Administrative Agent’s or any Lender’s willingness to amend or waive, any other provisions of the Credit Agreement, as amended hereby, or the same sections or any provision of any other Loan Document for any other date or purpose.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent, the Collateral Agent or any Lender under the Credit Agreement or any Loan Document, or constitute a waiver or amendment of any other provision of the Credit Agreement or any Loan Document except as and to the extent expressly set forth herein.

(c) The execution and delivery of this Amendment by any Loan Party or Third Party Security Provider shall not constitute a joinder by, or agreement to be bound by the terms of, any Loan Document to which such Loan Party or Third Party Security Provider is not a party.

(d) This Amendment shall constitute a Loan Document.

Section 8. Further Assurances; Post-Closing Requirements.

(a) Novelis Inc., ALR Aluminum, Holdings, each other Loan Party and the Third Party Security Provider hereby agrees to execute any and all further documents, agreements and instruments and take all further actions that the Administrative Agent deems reasonably necessary or advisable in connection with this Amendment, including to continue and maintain the effectiveness of the Liens and guarantees provided for under the Loan Documents, with the priority contemplated under the Loan Documents. The Administrative Agent and the Collateral Agent are hereby authorized by the Lenders to enter into all such further documents, agreements and instruments, and to file all financing statements deemed by the Administrative Agent to be reasonably necessary or advisable in connection with this Amendment.

Section 9. Counterparts.

(a) This Amendment and any notices delivered under this Amendment, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment or on any notice delivered to the Administrative Agent under this Amendment.

(b) This Amendment and any notices delivered under this Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt by the Administrative Agent of a facsimile copy or electronic image scan transmission (e.g., PDF via electronic email) of an executed signature page and any notices as set forth herein shall constitute receipt by the Administrative Agent and shall be as effective as delivery of a manually executed counterpart of the Amendment or notice.

Section 10. Governing Law. This Amendment and any dispute, claim, counterclaim or cause of action arising hereunder or relating hereto (whether in contract, tort or otherwise and in law or equity) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

Section 11. Headings. Section headings contained in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 12. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

Section 13. Submission to Jurisdiction; Waiver of Venue. Sections 11.09(b) and (c) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized signatories, officers or members on the date first indicated above.

NOVELIS INC., as the Designated Company and the Borrower

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

AV MINERALS (NETHERLANDS) N.V., as Holdings and a Dutch Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS CORPORATION, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS GLOBAL EMPLOYMENT ORGANIZATION, INC., as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS SOUTH AMERICA HOLDINGS LLC, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS HOLDINGS INC., as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS UK LTD, as a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS EUROPE HOLDINGS LIMITED,
as a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS SERVICES LIMITED,
as a U.K. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS AG, as a Swiss Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS SWITZERLAND SA,
as a Swiss Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

4260848 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

4260856 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

8018227 CANADA INC., as a Canadian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

SIGNED AND DELIVERED AS A DEED
for and on behalf of NOVELIS ALUMINIUM HOLDING UNLIMITED COMPANY
by its lawfully appointed attorney, as Irish Guarantor in the presence of:

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

witness:

By: /s/ Kristine Galinis
Name: Kristine Galinis
Title: Executive Assistant

Address: 3550 Peachtree Rd NE, Suite 1100
Atlanta, GA 30326

Occupation: Executive Assistant

NOVELIS DEUTSCHLAND GMBH,
as a German Guarantor

By: /s/ Siegfried Adloff
Name: Siegfried Adloff
Title: Managing Director

NOVELIS SHEET INGOT GMBH,
as a German Guarantor

By: /s/ Peter Haycock
Name: Peter Haycock
Title: Managing Director

NOVELIS DO BRASIL LTDA.,
as Brazilian Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney-in-Fact

witness:

By: /s/ Kristine Galinis
Name: Kristine Galinis
Title: Executive Assistant

witness:

By: /s/ Chirag Shah
Name: Chirag Shah
Title: VP, Deputy General Counsel

NOVELIS PAE S.A.S., as French Guarantor

By: /s/ Gregg Murphey

Name: Gregg Murphey

Title: Attorney-in-Fact

NOVELIS MEA LTD, a Company Limited by Shares under the Companies Law of the Dubai International Financial Centre, as Dubai Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM HOLDINGS CORPORATION, as a Co-Borrower and a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR INTERNATIONAL, INC., as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS, INC., as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ASSET MANAGEMENT CORPORATION, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS, LLC, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ROLLED PRODUCTS SALES CORPORATION, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR RECYCLING OF OHIO, LLC, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM-ALABAMA, LLC, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS ALR ALUMINUM, LLC, as a U.S. Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

NOVELIS DEUTSCHLAND HOLDING GMBH, as a German Guarantor

By: /s/ Roland Leder
Name: Roland Leder
Title: Managing Director

NOVELIS CASTHOUSE GERMANY GMBH, as a German Guarantor

By: /s/ Nils Leonhardt
Name: Nils Leonhardt
Title: Managing Director

[*Signature Page to Amendment No. 9 to Credit Agreement]*

NOVELIS KOBLENZ GMBH, as a German Guarantor

By: /s/ Nils Leonhardt
Name: Nils Leonhardt
Title: Managing Director

NOVELIS NETHERLANDS B.V., as a Dutch Guarantor

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Attorney

NOVELIS ITALIA S.P.A., as Third Party Security Provider

By: /s/ Gregg Murphey
Name: Gregg Murphey
Title: Authorized Signatory

STANDARD CHARTERED BANK, as Administrative Agent and as Collateral Agent

By: /s/ Gian Moreira

Name: Gian Moreira
Title: Director

AXIS BANK LIMITED IFSC BANKING UNIT (IBU) GIFT CITY

By: /s/ Mahesh Muchhal

Name: Mahesh Muchhal

Title: Authorized Signatory

For, AXIS BANK LTD.
(IFSC BANKING UNIT) GIFT CITY

By: /s/ Vivek Srivastava

Name: Vivek Srivastava

Title: CEO

AXIS BANK LIMITED, DIFC BRANCH DUBAI

By: /s/ Avinash Kalaiah
Name: Avinash Kalaiah
Title: Chief Executive Officer Axis Bank Ltd, DIFC Branch

BNP Paribas

By: /s/ Shalen Shivpuri
Name: Shalen Shivpuri
Title: Co-Head Loans & Specialized Finance APAC, Co-Head Low Carbon Transition Group APAC

By: /s/ Dominic Pan
Name: Dominic Pan
Title: Managing Director, Head Loans & Specialized Finance - Energy & Natural Resources Low Carbon Transition Group

[*Signature Page to Amendment No. 9 to Credit Agreement]*

CITIBANK N.A.

By: /s/ Kewen Xie

Name: Kewen Xie

Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, HONG KONG BRANCH (INCORPORATED IN FRANCE WITH LIMITED LIABILITY)

By: /s/ Kenneth Lee

Name: Kenneth Lee
Title: Head of AFA and LTFG, Asia

FIRST ABU DHABI BANK USA N.V.

By: /s/ David Young
Name: David Young
Title: Head of Structured Finance - USA

By: /s/ Pamela Sigda
Name: Pamela Sigdag
Title: CFO

[*Signature Page to Amendment No. 9 to Credit Agreement]*

ICICI BANK CANADA

By: /s/ Lester Fernandes
Name: Lester Fernandes
Title: Head – Corporate & Commercial Banking ICICI Bank Canada

By: /s/ Jigar Jain
Name: Jigar Jain
Title: Chief Risk Officer ICICI Bank Canada

ING Bank N.V., SINGAPORE BRANCH

By:	/s/ Paul Verwijmeren	/s/ Milly Tan
Name:	Paul Verwijmeren	Milly Tan
Title:	Managing Director	Director

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JPMORGAN CHASE BANK, N.A.

By: /s/ Ahmed Ali
Name: Ahmed Ali
Title: VP

[*Signature Page to Amendment No. 9 to Credit Agreement]*

STANDARD CHARTERED BANK

By: /s/ Ambrish Mathur
Name: Ambrish Mathur
Title: Head of Global Subsidiaries, Americas

STATE BANK OF INDIA, NEW YORK BRANCH

By: /s/ Gangeshwar Jha
Name: Gangeshwar Jha
Title: Vice President & Head (Credit)
State Bank of India, New York

[*Signature Page to Amendment No. 9 to Credit Agreement]*

Exhibit A

Section 6.08 Dividends

Section 6.08 __Dividends__. Declare or pay, directly or indirectly, any Dividends, except that the following shall be permitted:

(a) Dividends by the Designated Company or any of its Restricted Subsidiaries to the Designated Company or any Loan Party that is a Wholly Owned Subsidiary of the Designated Company;

(b) (i) Dividends by any Subsidiary of the Designated Company that is not a Loan Party to any Wholly Owned Subsidiary of the Designated Company that is not a Loan Party and (ii) cash Dividends by any Subsidiary of the Designated Company that is not a Loan Party to the holders of its Equity Interests on a pro rata basis;

(c) (A) to the extent actually used by Holdings to pay such franchise taxes; costs; expenses; and fees, payments by the Designated Company to or on behalf of Holdings in an amount sufficient to pay franchise taxes; costs; expenses; and other fees solely required to maintain the legal existence of Holdings, (B) payments by the Designated Company to or on behalf of Holdings in an amount sufficient to pay out-of-pocket legal, accounting and filing costs and other expenses in the nature of overhead in the ordinary course of business of Holdings, and (C) management, consulting, monitoring and advisory fees and related expenses and termination fees pursuant to a management agreement with one or more Specified Holders relating to the Designated Company (collectively, the "**Management Fees**"), in the case of clauses (A), (B) and (C) in an aggregate amount not to exceed in any calendar year the greater of (i) $20,000,000 and (ii) 1.5% of the Designated Company's Consolidated EBITDA in the prior calendar year;

(d) the Designated Company may pay cash Dividends to the holders of its Equity Interests in an amount not to exceed:

(i) so long as (A) the Consolidated Interest Coverage Ratio, as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would exceed 2.0 to 1.0 and (B) the Senior Secured Net Leverage Ratio as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under __Section 5.01(a)__ or __(b)__, calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would not exceed 3.50 to 1.00, the then available Cumulative Credit;

(ii) so long as (A) the Total Net Leverage Ratio, as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends, would not exceed 4.0 to 1.0, (B) Liquidity after giving effect to such Dividend shall be greater than or equal to $750,000,000, and (C) the Senior Secured Net Leverage Ratio as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would not exceed 3.50 to 1.00, the then available Annual Credit; and

(iii) so long as (A) the Total Net Leverage Ratio, as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would not exceed 3.5 to 1.0 and (B) the Senior Secured Net Leverage Ratio as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would not exceed 3.50 to 1.00, such additional amounts as the Designated Company may determine (the cumulative amount of Dividends made after the Closing Date under this clause (iii) at any time that the Total Net Leverage Ratio, as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends, would exceed 2.0 to 1.0, referred to as the "**Dividend Recapture Amount**");

provided that (x) the Dividends described in this clause (d) shall not be permitted if a Default is continuing at the date of declaration or payment thereof or would result therefrom and (y) with respect to any Dividend in an aggregate amount in excess of $50,000,000, on or prior to the date of any such Dividend pursuant to this Section 6.08(d), the Designated Company shall deliver to the Administrative Agent an Officer's Certificate specifying which clause of this Section 6.08(d) such Dividend is being made pursuant to and calculating in reasonable detail the amount of the Cumulative Credit or Annual Credit, as applicable, immediately prior to such election and the amount thereof elected to be so applied (in the case of Dividends pursuant to clause (i) and (ii) above) and the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio and the Consolidated Interest Coverage Ratio referred to above and, in the case of Dividends pursuant to clause (ii) above, the amount of Liquidity referred to therein;

(e) to the extent constituting a Dividend, payments permitted by Section 6.09(d) that do not relate to Equity Interests;

(f) [intentionally omitted];

(g) so long as the Senior Secured Net Leverage Ratio as of the last day of the four consecutive fiscal quarter period of the Designated Company then last ended for which financial statements have been (and are required to have been) delivered under Section 5.01(a) or (b), calculated on a Pro Forma Basis after giving effect to such Dividends and any related Indebtedness, would not exceed 3.50 to 1.00, the Designated Company may pay additional cash Dividends to the holders of its Equity Interests in an aggregate amount not to exceed (i) $125,000,000 after the Closing Date minus (ii) the amount of Investments made in reliance on Section 6.04(r)(v); provided that the Dividends described in this clause (g) shall not be permitted if a Default is continuing at the date of declaration or payment thereof or would result therefrom;

(h) Dividends by any Subsidiary of the Designated Company to the Designated Company or any of its Restricted Subsidiaries that are part of a Series of Cash Neutral Transactions; provided no Default has occurred and is continuing;

(i) following a Qualified IPO, Dividends paid to Holdings or, in the case of a Qualified Borrower IPO, its other equity holders, of up to 10% of the net cash proceeds received by (or contributed to the capital of) the Designated Company in or from such Qualified IPO or Qualified Borrower IPO in any fiscal year; and

(j) Dividends to repurchase Equity Interests of the Borrower or any direct or indirect parent entity from current or former officers, directors or employees of the Designated Company or any of its Restricted Subsidiaries or any direct or indirect parent entity (or permitted transferees of such current or former officers, directors or employees) (only to the extent attributable to the Borrower or any of its Subsidiaries); provided, however, that the aggregate amount of such repurchases shall not exceed (i) $20,000,000 in any calendar year prior to completion of a Qualified IPO or Qualified Borrower IPO, or (ii) $30,000,000 in any calendar year in which a Qualified IPO or Qualified Borrower IPO occurs or any calendar year commencing following completion of a Qualified IPO or Qualified Borrower IPO (with unused amounts in any calendar year being permitted to be carried over for the next two succeeding calendar years); provided, further, that such amount in any calendar year may be increased by an amount not to exceed (x) the cash proceeds received by the Designated Company or any of its Restricted Subsidiaries from the sale of Equity Interests of the Borrower, Holdings or any parent entity to officers, directors or employees (to the extent contributed to the Designated Company (excluding any portion thereof included in the Cumulative Credit)), plus (y) the cash proceeds of key man life insurance policies in such calendar year.

Exhibit 31.1

Certification

I, Steven Fisher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Novelis Inc. (Novelis);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Steven Fisher

Steven Fisher
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 10, 2025

Exhibit 31.2

Certification

I, Devinder Ahuja, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Novelis Inc. (Novelis);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

/s/ Devinder Ahuja

Devinder Ahuja
Chief Financial Officer
(Principal Financial Officer)

Date: February 10, 2025

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of Novelis Inc. (Novelis), hereby certifies that Novelis' Quarterly Report on Form 10-Q for the period ended December 31, 2024 (Report) fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Novelis.

/s/ Steven Fisher
Steven Fisher
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 10, 2025

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of this Report.

Exhibit 32.2

Certification Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of Novelis Inc. (Novelis), hereby certifies that Novelis' Quarterly Report on Form 10-Q for the period ended December 31, 2024 (Report) fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Novelis.

/s/ Devinder Ahuja
Devinder Ahuja
Chief Financial Officer
(Principal Financial Officer)

Date: February 10, 2025

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of this Report.