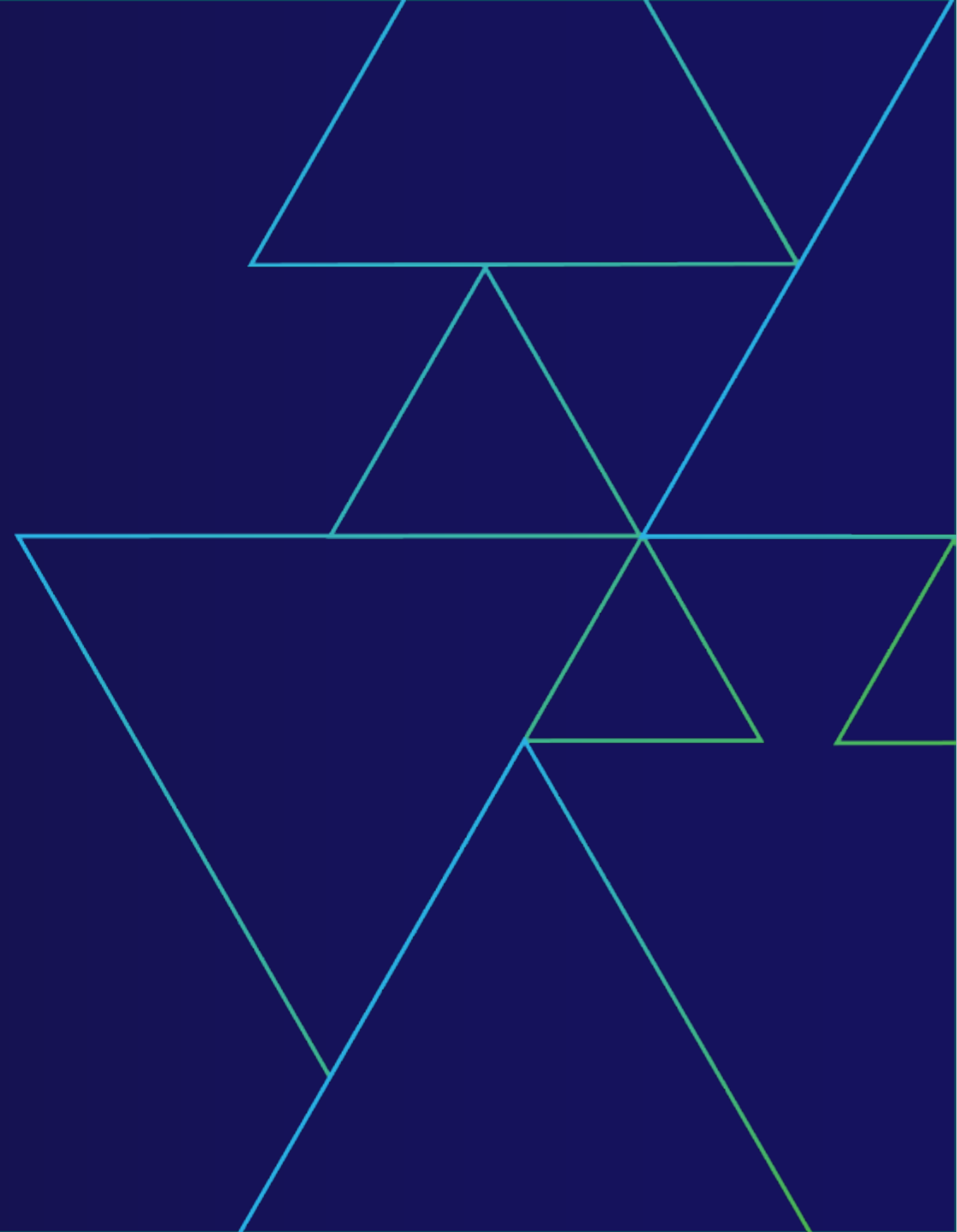




PREPARING FOR IEEPA TARIFF REFUNDS

What Companies Need to Know

March 10, 2026





Webinar Agenda

1. Tariff Litigation – Outcomes, New Tariffs
2. Refunds – What Will the Process Look Like
3. Practical Actions You Should Take
4. Commercial Contract Considerations

Tariff Litigation Post SCOTUS Timeline



The Trump Administration: Presidential Tariff Actions

Section 232

of the Trade Expansion Act of 1962

Sector-Specific Tariffs

Authorizes the President to “adjust imports of an article and its derivatives” that are being imported “in such quantities or under such circumstances as to threaten to impair the national security.”

Section 232 Measures In Place:

Steel & Aluminum, Autos/Parts, Copper, Timber/Lumber, Trucks/Parts, Critical Minerals (no tariffs yet), Semiconductors

Pending Section 232 Investigations:

Pharmaceuticals, Aircraft/Jet Engines, Polysilicon, Unmanned Aircraft, Wind Turbines, Medical Equipment, Robotics & Industrial Machinery

Section 301

of the Trade Act of 1974

Country-Specific Tariffs

Authorizes USTR to “impose duties or other import restrictions” in cases where “an act, policy, or practice of a foreign country” violates trade agreements or burdens commerce.

Section 301 Measures In Place:

Chinese IP / Tech Transfer (Trump 1)
Nicaragua (labor/human rights) (Biden)
Chinese Shipbuilding (suspended) (Biden)

Pending Section 301 Investigations:

Brazil (trade/IP, anti-corruption) (Trump 2)
China (Phase One noncompliance) (Trump 2)

NEW TARIFFS

Section 122

of the Trade Act of 1974

Global Tariffs

Authorizes the President to impose tariffs of no more than 15% for 150 days “to deal with large and serious . . . balance-of-payments deficits.”

The effective period may be extended by an Act of Congress.

In response to the Supreme Court decision:

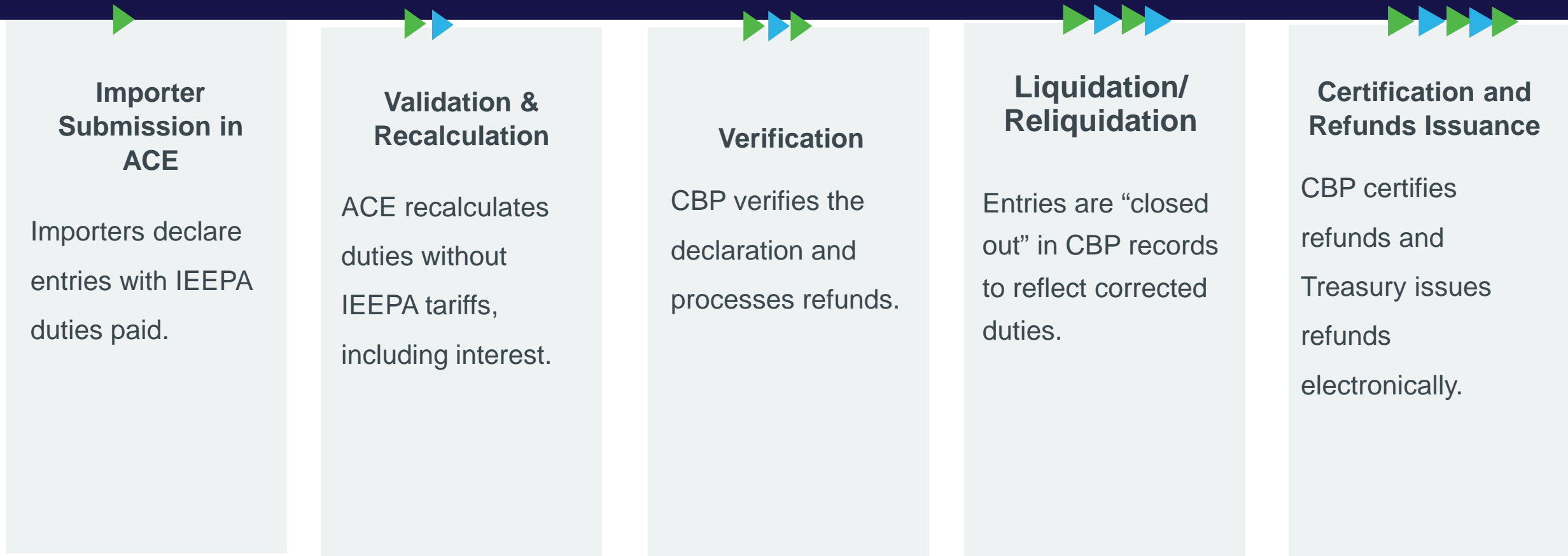
President Trump signed a Proclamation imposing a 10% global tariff under Section 122 for a period of 150 days.

Promised increase to 15% not yet implemented.

NOT AFFECTED BY SUPREME COURT DECISION

CBP Proposed Refund Process

CBP laid out the following proposed process to the CIT



Three Practical Actions You Should Take

1. Enroll banking information into ACE Automated Clearing House (ACH)
2. Know your Data: IEEPA Entry Universe
3. Operational Readiness

IEEPA Refund Dashboard



A practical client-focused solution to strategically manage and monitor your Refund



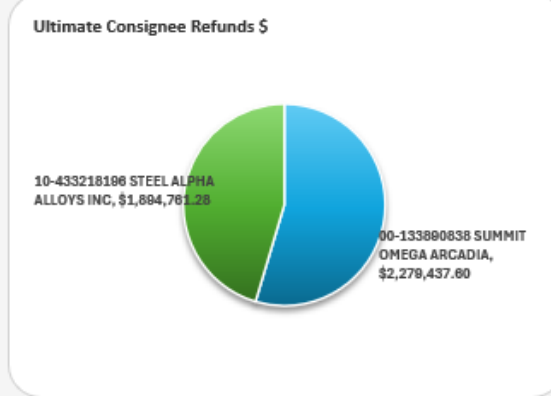
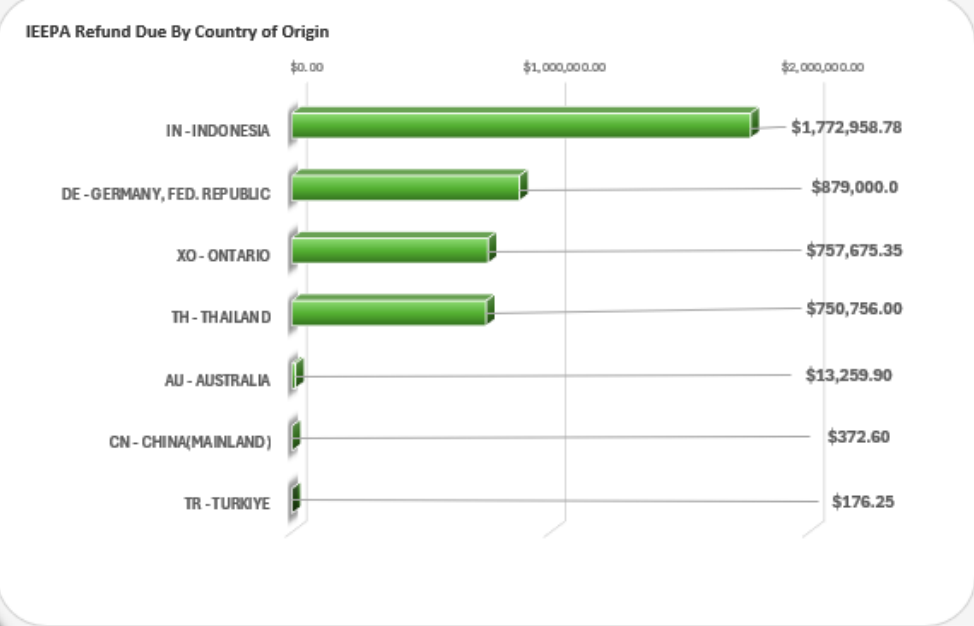
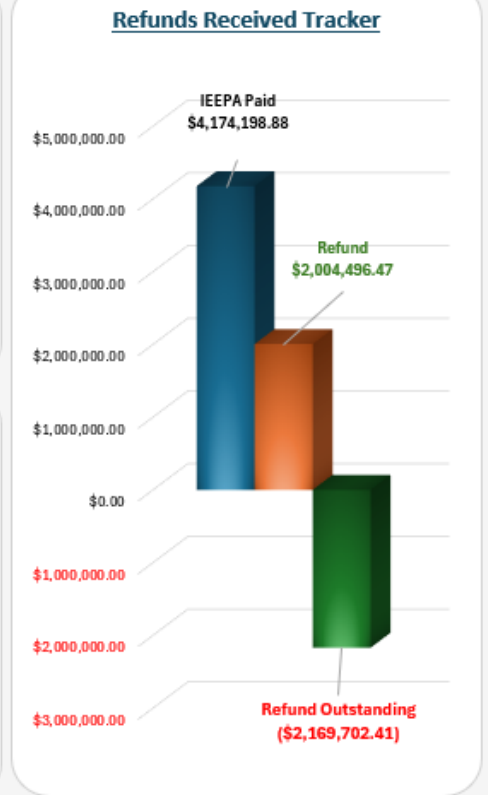
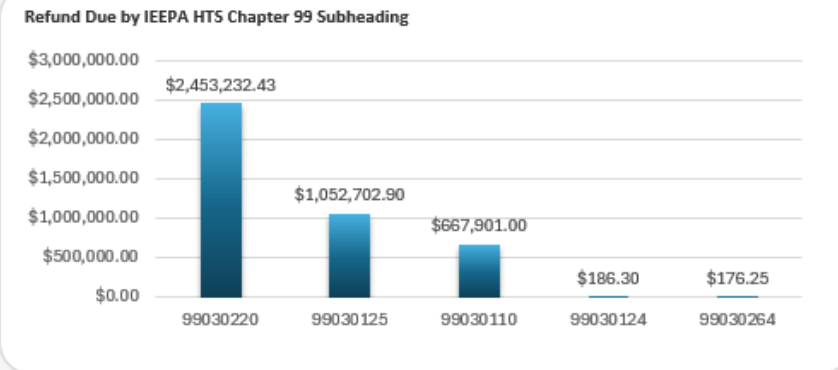
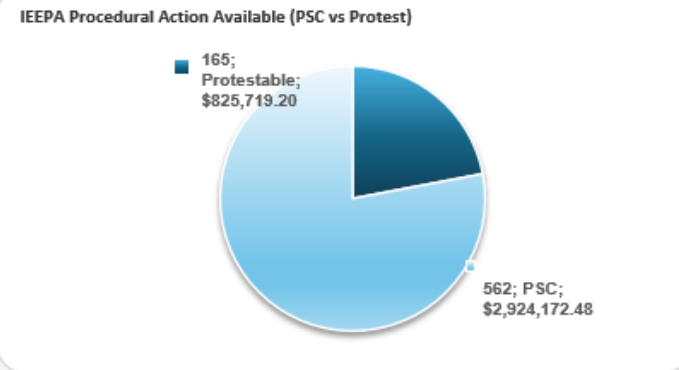
**Executive /
Front Office
Focused
Design**



**Compliance
and Reporting
Tool**



**Dynamic
Tracking &
Reconciliation**



Number of Affected Entry Lines

835

Commercial Contract Considerations

Contract First - Your Contract Prevails

- Does the IOR have a contract with its customers?
 - E.g., long form supply agreement, POs, invoice terms or oral discussions on the topic etc.
- Tariff Adjacent/Related Contract Terms That Impact Refund Claims
 - Price Protection terms
 - Set-Off Rights
 - Force Majeure

Contract Principles and Customer Relationship Second

- Common Law Theories
 - Unjust Enrichment
 - Course of Dealing, Past Practices

Commercial Contract Considerations

- Relationship
 - Expect customers educated on imminent nature of IOR refunds.

Framework for Agreeing to Refund Terms with Customers

- Clear terms that capture all possible scenarios
- Effectuate terms that balance ability to comply with evolving process
- Passing refunds down mitigates consumer actions

THANK YOU



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