

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

FORM 10-Q

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

For the quarterly period ended March 31, 2026

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: 1-14303

DAUCH CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

38-3161171

(I.R.S. Employer Identification No.)

One Dauch Drive, Detroit, Michigan

(Address of Principal Executive Offices)

48211-1198

(Zip Code)

(313) 758-2000

(Registrant's Telephone Number, Including Area Code)

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

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 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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	DCH	New York Stock Exchange

As of May 5, 2026, the latest practicable date, the number of shares of the registrant's Common Stock, par value \$0.01 per share, outstanding was 237,366,732 shares.

Internet Website Access to Reports

The website for Dauch Corporation is www.dauch.com. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13 or 15(d) of the Exchange Act are available free of charge through our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the Securities and Exchange Commission (SEC). The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

DAUCH CORPORATION
FORM 10-Q
FOR THE QUARTER ENDED MARCH 31, 2026
TABLE OF CONTENTS

	<u>Page Number</u>
<u>FORWARD-LOOKING STATEMENTS</u>	<u>1</u>
<u>Part I</u>	<u>FINANCIAL INFORMATION</u>
	<u>2</u>
<u>Item 1</u>	<u>Financial Statements</u>
	<u>2</u>
	<u>Condensed Consolidated Statements of Operations</u>
	<u>2</u>
	<u>Condensed Consolidated Statements of Comprehensive Income (Loss)</u>
	<u>3</u>
	<u>Condensed Consolidated Balance Sheets</u>
	<u>4</u>
	<u>Condensed Consolidated Statements of Cash Flows</u>
	<u>5</u>
	<u>Condensed Consolidated Statements of Stockholders' Equity</u>
	<u>6</u>
	<u>Notes to Condensed Consolidated Financial Statements</u>
	<u>7</u>
<u>Item 2</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>
	<u>32</u>
<u>Item 3</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>
	<u>45</u>
<u>Item 4</u>	<u>Controls and Procedures</u>
	<u>46</u>
<u>Part II</u>	<u>OTHER INFORMATION</u>
	<u>47</u>
<u>Item 1A</u>	<u>Risk Factors</u>
	<u>47</u>
<u>Item 2</u>	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>
	<u>47</u>
<u>Item 5</u>	<u>Other Information</u>
	<u>47</u>
<u>Item 6</u>	<u>Exhibits</u>
	<u>48</u>
	<u>Signatures</u>
	<u>49</u>

FORWARD-LOOKING STATEMENTS

In this Quarterly Report on Form 10-Q (Quarterly Report), we make statements concerning our expectations, beliefs, plans, objectives, goals, strategies, and future events or performance. Such statements are “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995 and relate to trends and events that may affect our future financial position and operating results. The terms such as “will,” “may,” “could,” “would,” “plan,” “believe,” “expect,” “anticipate,” “intend,” “project,” “target,” and similar words or expressions, as well as statements in future tense, are intended to identify forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management’s good faith belief as of that time with respect to future events and are subject to risks and may differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause such differences include, but are not limited to:

- global economic conditions, including the impact of inflation, recession or recessionary concerns, or slower growth in the markets in which we operate;
- reduced purchases of our products by General Motors Company (GM), Stellantis N.V. (Stellantis) and Ford Motor Company (Ford) or other customers;
- reduced demand for our customers’ products (particularly light trucks and sport utility vehicles (SUVs) produced by GM, Stellantis and Ford);
- our ability to consummate strategic initiatives and successfully integrate acquisitions and joint ventures;
- risks related to disruptions to ongoing business operations as a result of the business combination with Dowlais, including disruptions to management time;
- potential liabilities or litigation relating to, or assumed in, the business combination with Dowlais;
- our ability to respond to changes in technology, increased competition, including as a result of the ongoing proliferation of Chinese original equipment manufacturers in certain regions in which we operate, or pricing pressures;
- our ability to develop and produce new products that reflect market demand;
- lower-than-anticipated market acceptance of new or existing products;
- our ability to attract new customers and programs for new products;
- risks inherent in our global operations (including tariffs and the potential consequences thereof to us, our suppliers, and our customers and their suppliers, adverse changes in trade agreements, such as the United States-Mexico-Canada Agreement (USMCA), compliance with customs and trade regulations, immigration policies, political stability or geopolitical conflicts, taxes and other law changes, potential disruptions of production and supply, and currency rate fluctuations);
- supply shortages and the availability of natural gas or other fuel and utility sources in certain regions, labor shortages, including increased labor costs, or price increases in raw material and/or freight, utilities or other operating supplies for us or our customers as a result of pandemic or epidemic illness, geopolitical conflicts, natural disasters or otherwise;
- a significant disruption in operations at one or more of our key manufacturing facilities;
- risks inherent in transitioning our business from internal combustion engine vehicle products to hybrid and electric vehicle products;
- our ability to realize the expected revenues from our new and incremental business backlog;
- negative or unexpected tax consequences, including those resulting from tax litigation;
- risks related to a failure of our information technology systems and networks, including cloud-based applications, and risks associated with current and emerging technology threats, and damage from computer viruses, unauthorized access, cyber attacks, including increasingly sophisticated cyber attacks incorporating use of artificial intelligence, and other similar disruptions;
- our ability to maintain satisfactory labor relations and avoid work stoppages;
- our suppliers’, our customers’ and their suppliers’ ability to maintain satisfactory labor relations and avoid or minimize work stoppages;
- price volatility in, or reduced availability of, fuel;
- cost or availability of financing for working capital, capital expenditures, research and development (R&D) or other general corporate purposes including acquisitions, as well as our ability to comply with financial covenants;
- our customers’ and suppliers’ availability of financing for working capital, capital expenditures, R&D or other general corporate purposes;
- an impairment of our goodwill, other intangible assets, or long-lived assets if our business or market conditions indicate that the carrying values of those assets exceed their fair values;
- liabilities arising from warranty claims, product recall or field actions, product liability and legal proceedings to which we are or may become a party, or the impact of product recall or field actions on our customers;
- our ability or our customers’ and suppliers’ ability to successfully launch new product programs on a timely basis;
- risks of environmental issues, including impacts of climate-related events, that could result in unforeseen issues or costs at our facilities, or risks of noncompliance with environmental laws and regulations, including reputational damage;
- our ability to achieve the level of cost reductions required to sustain global cost competitiveness or our ability to recover certain cost increases from our customers;
- our ability to protect our intellectual property and successfully defend against assertions made against us;
- adverse changes in laws, government regulations or market conditions affecting our products or our customers’ products;
- our ability or our customers’ and suppliers’ ability to comply with regulatory requirements and the potential costs of such compliance;
- changes in liabilities arising from pension and other postretirement benefit obligations;
- our ability to attract and retain qualified personnel in key positions and functions; and
- other unanticipated events and conditions that may hinder our ability to compete.

It is not possible to foresee or identify all such factors and we make no commitment to update any forward-looking statement or to disclose any facts, events or circumstances after the date hereof that may affect the accuracy of any forward-looking statement.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

DAUCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions, except per share data)</i>	
Net sales	\$ 2,378.9	\$ 1,411.3
Cost of goods sold	2,153.5	1,237.4
Gross profit	225.4	173.9
Selling, general and administrative expenses	137.3	90.9
Amortization of intangible assets	22.9	20.6
Restructuring and acquisition-related costs	98.9	19.7
Operating income (loss)	(33.7)	42.7
Interest expense	(89.6)	(42.9)
Interest income	12.1	5.6
Other income (expense)		
Debt refinancing and redemption costs	(3.0)	(3.3)
Gain on Business Combination Derivative (Note 6)	12.9	21.9
Income from equity-method affiliates	10.3	0.1
Other expense, net	(28.6)	(3.0)
Income (loss) before income taxes	(119.6)	21.1
Income tax expense (benefit)	(19.6)	14.0
Net income (loss)	\$ (100.0)	\$ 7.1
Net income attributable to noncontrolling interests	(0.3)	—
Net income (loss) attributable to Dauch	\$ (100.3)	\$ 7.1
Basic earnings (loss) per share	\$ (0.52)	\$ 0.06
Diluted earnings (loss) per share	\$ (0.52)	\$ 0.06

See accompanying notes to condensed consolidated financial statements.

DAUCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Net income (loss)	\$ (100.0)	\$ 7.1
Other comprehensive income (loss)		
Defined benefit plans, net of tax ^(a)	0.4	(0.3)
Foreign currency translation adjustments	13.4	23.3
Changes in hedges, net of tax ^(b)	6.6	2.2
Other comprehensive income	20.4	25.2
Comprehensive income (loss)	<u>\$ (79.6)</u>	<u>\$ 32.3</u>
Net income attributable to noncontrolling interests	(0.3)	—
Comprehensive income (loss) attributable to Dauch	<u>\$ (79.9)</u>	<u>\$ 32.3</u>

(a) Amounts are net of tax of \$0.1 million for the three months ended March 31, 2026 and \$0.1 million for the three months ended March 31, 2025.

(b) Amounts are net of tax of \$(1.8) million for the three months ended March 31, 2026 and \$(0.9) million for the three months ended March 31, 2025.

See accompanying notes to condensed consolidated financial statements.

DAUCH CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS

	<u>March 31, 2026</u>	<u>December 31, 2025</u>
	<i>(Unaudited)</i>	
	<i>(in millions)</i>	
Assets		
Current assets		
Cash and cash equivalents	\$ 1,008.2	\$ 708.9
Restricted cash (Note 5)	—	1,496.6
Accounts receivable, net	1,535.1	733.0
Inventories, net	1,004.1	466.4
Prepaid expenses and other	344.3	230.1
Total current assets	<u>3,891.7</u>	<u>3,635.0</u>
Property, plant and equipment, net	4,209.3	1,591.5
Deferred income taxes	320.1	235.9
Goodwill	648.8	174.4
Other intangible assets, net	370.4	375.2
GM postretirement cost sharing asset	117.7	116.0
Operating lease right-of-use assets	183.5	122.3
Investments in equity-method affiliates	911.3	12.1
Other assets and deferred charges	619.3	407.8
Total assets	<u>\$ 11,272.1</u>	<u>\$ 6,670.2</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Current portion of long-term debt	\$ —	\$ 10.4
Accounts payable	1,641.9	718.3
Accrued compensation and benefits	548.7	254.9
Deferred revenue	32.8	38.5
Current portion of operating lease liabilities	39.7	24.7
Accrued expenses and other	524.5	187.2
Total current liabilities	<u>2,787.6</u>	<u>1,234.0</u>
Long-term debt, net	5,156.7	4,039.1
Deferred revenue	42.1	33.9
Deferred income taxes	224.5	9.1
Long-term portion of operating lease liabilities	145.5	100.1
Postretirement benefits and other long-term liabilities	1,412.1	614.0
Total liabilities	<u>9,768.5</u>	<u>6,030.2</u>
Stockholders' equity		
Common stock, par value \$0.01 per share; 375.0 million shares authorized as of March 31, 2026 and 150.0 million shares authorized as of December 31, 2025;		
248.9 million shares issued as of March 31, 2026 and 130.0 million shares issued as of December 31, 2025	2.5	1.3
Paid-in capital	2,354.4	1,411.2
Accumulated deficit	(368.2)	(267.9)
Treasury stock at cost, 12.1 million shares as of March 31, 2026 and 11.3 million shares as of December 31, 2025	(244.7)	(238.5)
Accumulated other comprehensive income (loss)		
Defined benefit plans, net of tax	(163.9)	(164.3)
Foreign currency translation adjustments	(96.4)	(109.8)
Unrecognized gain on hedges, net of tax	14.6	8.0
Total Dauch stockholders' equity	<u>1,498.3</u>	<u>640.0</u>
Noncontrolling interests in subsidiaries	5.3	—
Total stockholders' equity	<u>1,503.6</u>	<u>640.0</u>
Total liabilities and stockholders' equity	<u>\$ 11,272.1</u>	<u>\$ 6,670.2</u>

See accompanying notes to condensed consolidated financial statements.

DAUCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Operating activities		
Net income (loss)	\$ (100.0)	\$ 7.1
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	181.8	112.2
Deferred income taxes	(67.6)	(1.9)
Stock-based compensation	11.0	3.9
Pensions and other postretirement benefits, net of contributions	0.4	(0.6)
Loss on disposal of property, plant and equipment, net	3.7	0.4
Gain on Business Combination Derivative (Note 6)	(12.9)	(21.9)
Income from equity-method affiliates	(10.3)	(0.1)
Debt refinancing and redemption costs	3.0	3.3
Changes in operating assets and liabilities		
Accounts receivable	(183.7)	(113.0)
Inventories	5.0	14.7
Accounts payable and accrued expenses	108.6	46.5
Deferred revenue	(10.7)	15.5
Other assets and liabilities	7.3	(10.2)
Net cash provided by (used in) operating activities	<u>(64.4)</u>	<u>55.9</u>
Investing activities		
Purchases of property, plant and equipment	(103.6)	(69.3)
Proceeds from sale of property, plant and equipment	0.9	0.6
Proceeds from sale of business, net	20.8	—
Proceeds from disposition of affiliates (Note 2)	—	30.1
Acquisition of business, net of cash acquired	(331.6)	(0.6)
Settlement of Business Combination Derivative (Note 6)	65.9	—
Other investing activities	0.1	(1.0)
Net cash used in investing activities	<u>(347.5)</u>	<u>(40.2)</u>
Financing activities		
Proceeds from issuance of long-term debt	835.0	1.3
Payments of long-term debt	(1,525.1)	(5.5)
Debt issuance costs	(71.2)	(11.6)
Purchase of treasury stock	(6.2)	(2.7)
Other financing activities	(8.0)	(5.5)
Net cash used in financing activities	<u>(775.5)</u>	<u>(24.0)</u>
Effect of exchange rate changes on cash	(9.9)	4.6
Net decrease in cash, cash equivalents and restricted cash	<u>(1,197.3)</u>	<u>(3.7)</u>
Cash, cash equivalents and restricted cash at beginning of period	<u>2,205.5</u>	<u>552.9</u>
Cash and cash equivalents at end of period	<u>\$ 1,008.2</u>	<u>\$ 549.2</u>
Supplemental cash flow information		
Interest paid	\$ 43.6	\$ 36.2
Income taxes paid, net	\$ 27.6	\$ 15.2
Non-cash investing activities: Dauch common shares issued for acquisition of Dowlais	\$ 933.4	\$ —

See accompanying notes to condensed consolidated financial statements.

DAUCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)

	Common Stock			Paid-in Capital	Accumulated Deficit	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest in Subsidiaries
	Shares Outstanding	Par Value						
	<i>(in millions)</i>							
Balance at January 1, 2025	117.6	\$ 1.3	\$ 1,397.6	\$ (248.2)	\$ (235.7)		(352.2)	—
Net income	—	—	—	7.1	—	—	—	—
Vesting of stock-based compensation	1.3	—	—	—	—	—	—	—
Stock-based compensation	—	—	3.9	—	—	—	—	—
Purchase of treasury stock	(0.6)	—	—	—	(2.7)	—	—	—
Changes in hedges, net	—	—	—	—	—	—	2.2	—
Foreign currency translation adjustments	—	—	—	—	—	—	23.3	—
Defined benefit plans, net	—	—	—	—	—	—	(0.3)	—
Balance at March 31, 2025	118.3	\$ 1.3	\$ 1,401.5	\$ (241.1)	\$ (238.4)		(327.0)	—

	Common Stock			Paid-in Capital	Accumulated Deficit	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest in Subsidiaries
	Shares Outstanding	Par Value						
	<i>(in millions)</i>							
Balance at January 1, 2026	118.7	\$ 1.3	\$ 1,411.2	\$ (267.9)	\$ (238.5)		(266.1)	—
Net income (loss)	—	—	—	(100.3)	—	—	—	0.3
Vesting of stock-based compensation	1.9	—	—	—	—	—	—	—
Stock-based compensation	—	—	11.0	—	—	—	—	—
Purchase of treasury stock	(0.8)	—	—	—	(6.2)	—	—	—
Changes in hedges, net	—	—	—	—	—	—	6.6	—
Foreign currency translation adjustments	—	—	—	—	—	—	13.4	—
Defined benefit plans, net	—	—	—	—	—	—	0.4	—
Acquisition of Dowlais	117.0	1.2	932.2	—	—	—	—	19.3
Sale of business	—	—	—	—	—	—	—	(14.3)
Balance at March 31, 2026	236.8	\$ 2.5	\$ 2,354.4	\$ (368.2)	\$ (244.7)		(245.7)	5.3

See accompanying notes to condensed consolidated financial statements.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2026
(Unaudited)

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization Effective January 26, 2026, American Axle & Manufacturing Holdings, Inc. changed its name to Dauch Corporation. As used in this report, except as otherwise indicated in information incorporated by reference, references to “our Company,” “we,” “our,” “us” or “Dauch” mean Dauch Corporation and its subsidiaries and predecessors, collectively. On February 3, 2026, we completed our previously announced acquisition of Dowlais Group plc (name subsequently changed to Dowlais Group Limited) (Dowlais) whereby we acquired the entire issued share capital of Dowlais.

Dauch Corporation is a premier Driveline and Metal Forming supplier serving the global automotive industry with a powertrain-agnostic product portfolio that supports electric, hybrid, and internal combustion vehicles. The company is headquartered in Detroit, Michigan, with operations that span 24 countries and more than 175 locations. Formed through the acquisition of Dowlais and its subsidiaries - GKN Automotive and GKN Powder Metallurgy, Dauch unites deep engineering roots with global manufacturing capabilities and an entrepreneurial spirit to move mobility forward.

Basis of Presentation We have prepared the accompanying interim condensed consolidated financial statements in accordance with the instructions to Form 10-Q under the Securities Exchange Act of 1934. These condensed consolidated financial statements are unaudited but include all normal recurring adjustments, which we consider necessary for a fair presentation of the information set forth herein. Results of operations for the periods presented are not necessarily indicative of the results for the full fiscal year.

The balance sheet at December 31, 2025 presented herein has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States of America (GAAP) for complete consolidated financial statements.

In order to prepare the accompanying interim condensed consolidated financial statements, we are required to make estimates and assumptions that affect the reported amounts and disclosures in our interim condensed consolidated financial statements. These estimates and assumptions are impacted by risks and uncertainties, including those associated with tariffs and the significant instability in U.S. trade relations with certain non-U.S. countries in addition to the indirect impact of geopolitical conflicts contributing to supply chain constraints. While we have made estimates and assumptions based on the facts and circumstances as of the date of this report, the full impact of tariffs and potential changes in U.S. trade relations cannot be predicted, and actual results could differ materially from those estimates and assumptions.

For further information, refer to the audited consolidated financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2025.

Effect of New Accounting Standards

Standards Not Yet Adopted

Accounting Standards Update 2024-03

On November 4, 2024, the FASB issued ASU 2024-03 - *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)*. ASU 2024-03 expands existing annual and interim requirements for costs and expenses to include a footnote disclosure disaggregating expense captions on the face of the income statement by specific expense categories using a tabular presentation. ASU 2024-03 also requires a qualitative disclosure of the amounts remaining in relevant expense captions that are not separately disclosed as part of the specific expense categories, as well as disclosures about the entity's total selling expenses and in annual periods, a definition of selling expenses. This guidance becomes effective at the beginning of our 2027 fiscal year for annual requirements, and at the beginning of our 2028 fiscal year for interim requirements, using either a prospective or retrospective transition method. We will adopt this guidance on January 1, 2027 for the annual requirements and will adopt the interim requirements on January 1, 2028. We are currently assessing the impact that this standard will have on our consolidated financial statements.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Accounting Standards Update 2025-09

On November 25, 2025, the FASB issued ASU 2025-09 - *Derivatives and Hedging (Topic 815): Hedge Accounting Improvements*. ASU 2025-09 amends existing cash flow hedge accounting requirements, allowing for the aggregation of groups of individual forecasted transactions that share a similar risk exposure, rather than requiring a shared risk of exposure. This guidance becomes effective at the beginning of our 2027 fiscal year, and must be applied prospectively for all hedging relationships as of adoption. We will adopt this guidance January 1, 2027 and we are currently assessing the impact that this standard will have on our consolidated financial statements.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

2. ACQUISITIONS AND DISPOSITIONS

Business Combination with Dowlais Group plc

On February 3, 2026, we completed our previously announced acquisition of Dowlais Group plc whereby we acquired the entire issued share capital of Dowlais (the Business Combination). Pursuant to the Business Combination, Dowlais shareholders received for each Dowlais ordinary share: 0.0881 shares of new Dauch Corporation common stock and 43 pence per share in cash (approximately \$0.59 per share as of the closing date), resulting in the issuance of approximately 117 million shares (and an increase in authorized shares from 150 million shares to 375 million shares) and a total purchase price of approximately \$1.7 billion. Following the close of the transaction, the combined company is headquartered in Detroit, Michigan and led by the Company's Chairman and CEO.

Dowlais is a global leader in the production of sideshafts, propshafts, all wheel drive (AWD) systems and advanced differentials, as well as sintered metal components and powdered metal and related additives. The Business Combination significantly contributes to the diversification of our global customer base and geographical footprint, and will allow us to achieve greater cost competitiveness through increased size and scale.

The aggregate cash consideration for the Business Combination was financed using (i) a portion of the net proceeds from the issuance in October 2025 by Dauch of \$850 million of 6.375% senior secured notes due 2032 and \$1,250 million of 7.75% senior unsecured notes due 2033 and (ii) borrowings by Dauch of \$835 million on an incremental Tranche C term facility. See Note 5 - Long-Term Debt for additional detail regarding financing for the Business Combination.

The Business Combination was accounted for under the acquisition method under Accounting Standards Codification (ASC) *Business Combinations* (ASC 805) with the purchase price allocated to identifiable assets and liabilities of the acquired company based on the respective fair values of the assets and liabilities.

The following represents the preliminary fair values of the assets acquired and liabilities assumed resulting from the Business Combination, as well as the calculation of goodwill:

<i>(in millions)</i>	February 3, 2026
Cash consideration	\$ 791.3
Share consideration	933.4
Total consideration transferred	\$ 1,724.7
Fair value of Dowlais noncontrolling interests	19.3
Total fair value of Dowlais	\$ 1,744.0
Cash and cash equivalents	\$ 459.7
Accounts receivable	653.8
Inventories	538.4
Property, plant and equipment	2,682.8
Investments in equity-method affiliates	883.7
Prepaid expenses and other long-term assets	589.6
Total assets acquired	\$ 5,808.0
Accounts payable	783.8
Accrued expenses and other	796.4
Deferred income tax liabilities	297.4
Long-term debt	1,876.9
Postretirement benefits and other long-term liabilities	784.5
Net assets acquired	\$ 1,269.0
Goodwill	\$ 475.0

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The preliminary allocation of the purchase price to the assets acquired and liabilities assumed, including the residual amount recognized as goodwill, is based upon estimated information and is subject to change within the measurement period. Under the guidance of ASC 805, the measurement period is a period not to exceed one year from the acquisition date during which we may adjust estimated or provisional amounts recorded during purchase accounting if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities as of that date. Measurement period adjustments are recorded in the period identified with an offsetting entry to goodwill. Any adjustments to amounts recorded in purchase accounting that do not qualify as measurement period adjustments will be included in earnings in the period identified.

The primary areas of the preliminary purchase price allocation that are not finalized relate to the fair value of property, plant and equipment, as well as deferred income tax assets and liabilities, and contingent liabilities. The fair values of the assets acquired and liabilities assumed are based on our preliminary estimates and assumptions, as well as other information compiled by management, including valuations that utilize customary valuation procedures and techniques. While we believe that these preliminary estimates provide a reasonable basis for estimating the fair value of the assets acquired and liabilities assumed, we will continue to evaluate available information prior to finalization of amounts.

Goodwill resulting from the Business Combination is attributable to the assembled workforce of Dowlais, anticipated synergies and economies of scale from which we expect to benefit as a combined entity, as well as the impact of net deferred tax liabilities established on the opening balance sheet. None of the goodwill is expected to be deductible for tax purposes.

Included in net sales and net loss attributable to Dauch for the period from the Business Combination completion date on February 3, 2026 through March 31, 2026 were approximately \$972 million and a loss of \$67 million, respectively, attributable to Dowlais. The loss of \$67 million includes approximately \$30 million, net of tax, attributable to the step-up of Dowlais inventories to fair value in purchase accounting and the expense associated with the subsequent sale of these inventories during the quarter.

Unaudited Pro Forma Financial Information

Unaudited pro forma net sales for Dauch, on a combined basis with Dowlais for the three months ended March 31, 2026 and March 31, 2025, were \$2,870.2 million and \$2,793.3 million, respectively, excluding sales between Dauch and Dowlais during these periods. Unaudited pro forma net loss amounts for the three months ended March 31, 2026 and March 31, 2025 were a loss of approximately \$33.4 million and a loss of approximately \$171.2 million, respectively. These pro forma amounts have been calculated after applying Dauch's accounting policies and converting the historical financial statements of Dowlais from International Financial Reporting Standards (IFRS) to U.S. GAAP. The results primarily reflect depreciation adjustments relating to the fair value step-up of property, plant and equipment, incremental interest expense as a result of the financing associated with the Business Combination and the impact of the step-up of inventory to fair value.

The unaudited pro forma net income amounts for the three months ended March 31, 2026 and March 31, 2025 have been adjusted for approximately \$38 million related to the pre-tax step-up of inventory to fair value as a result of the Business Combination, and approximately \$54 million in pre-tax acquisition-related costs. This adjustment resulted in a reclassification of approximately \$73 million, net of tax, from unaudited pro forma net income for the first three months of 2026 into pro forma net income for the first three months of 2025, as we are required to disclose the unaudited pro forma amounts as if the Business Combination had been completed on January 1, 2025.

The disclosure of unaudited pro forma net sales and earnings is for informational purposes only and does not purport to indicate the results that would actually have been obtained had the Business Combination had been completed on the assumed date for the periods presented, or which may be realized in the future.

Disposition of Affiliates

In the first quarter of 2025, we exited our 50% ownership of both Hefei AAM Automotive Driveline & Chassis System Co., Ltd. and Liuzhou AAM Automotive Driveline System Co., Ltd. As a result, we collected \$30.1 million in cash, which approximated the carrying value of our investments in these joint ventures at the time of disposition. We accounted for these Chinese joint ventures as equity method investments and, as such, their results of operations, cash flows and account balances were not consolidated in our financial statements.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. INVENTORIES

We state our inventories at the lower of cost or net realizable value. The cost of our inventories is determined using the first-in-first-out method. When we determine that our gross inventories exceed usage requirements, or if inventories become obsolete or otherwise not salable, we record a provision for such loss as a component of our inventory accounts.

Inventories consist of the following:

	<u>March 31, 2026</u>	<u>December 31, 2025</u>
	<i>(in millions)</i>	
Raw materials and work-in-progress	\$ 841.9	\$ 383.5
Finished goods	<u>265.6</u>	<u>114.5</u>
Gross inventories	1,107.5	498.0
Inventory valuation reserves	<u>(103.4)</u>	<u>(31.6)</u>
Inventories, net	<u>\$ 1,004.1</u>	<u>\$ 466.4</u>

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

4. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill The following table provides a reconciliation of changes in goodwill for the three months ended March 31, 2026:

	<u>Driveline</u>	<u>Metal Forming</u>	<u>Consolidated</u>
	<i>(in millions)</i>		
Balance at December 31, 2025	\$ 174.4	\$ —	\$ 174.4
Business Combination with Dowlais	425.0	50.0	475.0
Foreign currency translation	(0.6)	—	(0.6)
Balance at March 31, 2026	\$ 598.8	\$ 50.0	\$ 648.8

We conduct our annual goodwill impairment test in the fourth quarter of each year, as well as whenever adverse events or changes in circumstances indicate a possible impairment. In performing this test, we utilize a third-party valuation specialist to assist management in determining the fair value of our reporting units. Fair value of each reporting unit is estimated based on a combination of discounted cash flows and the use of pricing multiples derived from an analysis of comparable public companies multiplied against historical and/or anticipated financial metrics of each reporting unit. These calculations contain uncertainties as they require management to make assumptions including, but not limited to, market comparables, future cash flows of the reporting units, and appropriate discount and long-term growth rates. This fair value determination is categorized as Level 3 within the fair value hierarchy.

Other Intangible Assets The following table provides a reconciliation of the gross carrying amount and associated accumulated amortization for our other intangible assets, which are all subject to amortization:

	<u>March 31,</u>			<u>December 31,</u>		
	<u>2026</u>			<u>2025</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
	<i>(in millions)</i>					
Capitalized computer software	\$ 77.8	\$ (59.0)	\$ 18.8	\$ 61.2	\$ (55.7)	\$ 5.5
Customer platforms	856.2	(569.3)	286.9	856.2	(555.0)	301.2
Customer relationships	53.0	(30.8)	22.2	53.0	(29.9)	23.1
Technology and other	149.5	(107.0)	42.5	149.5	(104.1)	45.4
Total	\$ 1,136.5	\$ (766.1)	\$ 370.4	\$ 1,119.9	\$ (744.7)	\$ 375.2

Amortization expense for our intangible assets was \$22.9 million for the three months ended March 31, 2026 and \$20.6 million for the three months ended March 31, 2025. Estimated amortization expense for the years 2026 through 2029 is expected to be in the range of approximately \$80 million to \$90 million per year, decreasing to approximately \$50 million in 2030, as certain of the intangible assets identified as part of our 2017 acquisition of Metaldyne Performance Group, Inc. become fully amortized.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

5. LONG-TERM DEBT

Long-term debt consists of the following:

	<u>March 31, 2026</u>	<u>December 31, 2025</u>
	<i>(in millions)</i>	
Revolving Credit Facility	\$ —	\$ —
Term Loan A Facility	478.2	484.3
Term Loan B Facility	646.3	648.0
Tranche C Term Facility	826.7	—
7.75% Notes due 2033	1,250.0	1,250.0
6.875% Notes due 2028	250.0	250.0
6.375% Notes due 2032	850.0	850.0
5.00% Notes due 2029	600.0	600.0
U.S. Private Placement Notes	349.0	—
Non-U.S. credit facilities and other	4.7	10.7
Total debt	<u>5,254.9</u>	<u>4,093.0</u>
Less: Current portion of long-term debt	<u>—</u>	<u>10.4</u>
Long-term debt	<u>5,254.9</u>	<u>4,082.6</u>
Less: Debt issuance costs	<u>98.2</u>	<u>43.5</u>
Long-term debt, net	<u>\$ 5,156.7</u>	<u>\$ 4,039.1</u>

Senior Secured Credit Facilities Dauch Corporation (Dauch) and American Axle & Manufacturing, Inc. (AAM, Inc.) are parties to an amended and restated credit agreement that was entered into on March 11, 2022 and has been subsequently amended (as so amended, the Amended and Restated Credit Agreement) which provides for a term loan A facility (the Term Loan A Facility), term loan B facility (the Term Loan B Facility), incremental tranche C term facility (the Tranche C Term Facility) and a multi-currency revolving credit facility (the Revolving Credit Facility and together with the Term Loan A Facility, the Term Loan B Facility and Tranche C Term Facility, the Senior Secured Credit Facilities). The Senior Secured Credit Facilities are secured by a first priority security interest in substantially all of the assets of AAM, Inc., Dauch and Dauch's wholly owned domestic subsidiaries (including AAM, Inc.), subject to certain thresholds, exceptions and permitted liens.

On February 24, 2025, we entered into the Second Amendment to the Amended and Restated Credit Agreement and the Incremental Facility Agreement (the Second Amendment). The Second Amendment, among other things, a) increased the maximum under the Revolving Credit Facility from \$925.0 million to \$1,495.0 million, effective upon closing of the Business Combination, b) provided for an incremental \$843.0 million Tranche C Term Facility in connection with the Business Combination, which was subsequently decreased by AAM, Inc. to \$835.0 million and c) extended the maturity of the Revolving Credit Facility and Term Loan A Facility for five years from the date of the Second Amendment, resetting for another five years upon the closing of the Business Combination. In connection with the Second Amendment, we paid \$11.6 million of debt issuance costs, and expensed \$3.3 million of fees and a portion of the unamortized debt issuance costs that we had been amortizing over the expected life of these borrowings. The maturity date of the Term Loan B Facility in the fourth quarter of 2029 was not changed by the Second Amendment.

At March 31, 2026, we had \$1,469.7 million available under the Revolving Credit Facility. This availability reflects a reduction of \$25.3 million primarily for standby letters of credit issued against the facility.

As of March 31, 2026, we have prepaid \$21.2 million of the outstanding principal on our Term Loan A Facility, Term Loan B Facility and Tranche C Term Facility. These payments satisfy our obligation for principal payments under the Term Loan A Facility, Term Loan B Facility and Tranche C Term Facility through the first quarter of 2027.

The Senior Secured Credit Facilities provide back-up liquidity for our non-U.S. credit facilities. We intend to use the availability of long-term financing under the Senior Secured Credit Facilities to refinance any current maturities related to such debt agreements that are not otherwise refinanced on a long-term basis in their local markets, except where otherwise reclassified to Current portion of long-term debt on our Condensed Consolidated Balance Sheet.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Financing Related to the Business Combination, Redemption of the 6.50% Notes due 2027 and Partial Redemption of the 6.875% Notes due 2028 On October 3, 2025, AAM, Inc. issued \$850 million of 6.375% senior secured notes due 2032 (the 6.375% Notes) and \$1,250 million of 7.75% senior unsecured notes due 2033 (the 7.75% Notes, and together with the 6.375% Notes, the Notes). The 6.375% Notes are governed by an indenture that contains covenants, that, among other things, restrict with certain exceptions, our ability to incur additional debt, make restricted payments, incur debt secured by liens, dispose of assets and engage in consolidations and mergers or sell or transfer all or substantially all of our assets. The 7.75% Notes are governed by an indenture that contains covenants that, among other things, restrict, with certain exceptions, our ability to engage in consolidations and mergers or sell or transfer all or substantially all of our assets, incur debt secured by liens and engage in certain sale and leaseback transactions.

In the fourth quarter of 2025, we used a portion of the proceeds from the Notes to complete a redemption of all \$500 million aggregate principal amount outstanding of 6.50% Notes due 2027 and a partial redemption of \$150 million principal amount of 6.875% Notes due 2028. The remaining proceeds of the Notes, together with certain amounts of prefunded interest, were deposited into segregated escrow accounts which are presented as Restricted cash on our Condensed Consolidated Balance Sheet as of December 31, 2025.

On February 3, 2026, upon completion of the Business Combination, \$1,450 million, together with certain interest, was released from escrow, and was used, together with borrowings under our Tranche C Term Facility and cash on hand, to (a) pay the cash consideration payable in connection with the Business Combination and related fees and expenses, (b) repay in full all outstanding borrowings under the credit facilities of Dowlais and to pay related fees, expenses and premiums, after which all the credit facilities of Dowlais were terminated and (c) fund a change of control offer for certain outstanding notes of Dowlais. We intend to use the remaining proceeds of the Notes for general corporate purposes, which may include, among other things, repayment of other outstanding indebtedness. The 6.375% Notes are secured by a first priority security interest in substantially all of the assets of AAM, Inc., Dauch and Dauch's wholly owned domestic subsidiaries (other than AAM, Inc.) that guarantee the Senior Secured Credit Facilities, subject to certain thresholds, exceptions and permitted liens.

On January 29, 2025, in connection with the announcement of the Business Combination, we entered into a credit agreement (the Backstop Credit Agreement), the First Lien Bridge Credit Agreement (the First Lien Bridge Facility), and the Second Lien Bridge Credit Agreement (the Second Lien Bridge Facility and together with the First Lien Bridge Facility, the Bridge Facilities). Following our entry into the Second Amendment, the Backstop Credit Agreement was terminated. Additionally, in connection with entry into the Second Amendment on February 24, 2025, we entered into the Amended and Restated First Lien Bridge Credit Agreement (the Amended and Restated First Lien Bridge Facility), and the Amended and Restated Second Lien Bridge Credit Agreement (the Amended and Restated Second Lien Bridge Facility, and together with the Amended and Restated First Lien Bridge Facility, the Amended and Restated Bridge Facilities). Following the issuance of the Notes on October 3, 2025, the Amended and Restated Bridge Facilities were terminated.

U.S. Private Placement Notes As part of the Business Combination, Dauch assumed Dowlais' U.S. Private Placement Notes with the aggregate principal amount of \$500 million (U.S. Private Placement Notes). Pursuant to the terms of the U.S. Private Placement Notes, the completion of the Business Combination resulted in a change of control, which required the Company to make an offer to redeem the U.S. Private Placement Notes at par, plus accrued and unpaid interest as of the redemption date. During the three months ended March 31, 2026, a change of control offer was made and completed, resulting in the redemption of \$151 million of the U.S. Private Placement Notes. The U.S. Private Placement Notes that were not redeemed will remain outstanding, with remaining maturities ranging from approximately four to eleven years. The U.S. Private Placement Notes are unsecured and subject to covenants that, among other things, limit the ability of Dowlais and certain of its subsidiaries to enter into transactions with affiliates, consolidate, merge or transfer all of their assets, create or incur liens, incur additional indebtedness, or dispose of assets, and also require compliance with certain financial maintenance covenants. The U.S. Private Placement Notes contain customary events of default.

Repayment of Dowlais Indebtedness Upon the acquisition of Dowlais, we assumed \$1,876.9 million of existing Dowlais indebtedness, which we repaid following the acquisition, with the exception of \$349.0 million of U.S. Private Placement Notes, as described above, which remain outstanding as of March 31, 2026.

Redemption of 6.875% Notes Due 2028 Subsequent to March 31, 2026, we voluntarily redeemed a portion of our 6.875% Notes due 2028. In May 2026, this resulted in a principal payment of \$125.0 million and \$3.0 million in accrued interest. We also expensed approximately \$0.6 million for the write-off of a portion of the unamortized debt issuance costs that we had been amortizing over the expected life of the borrowing.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Non-U.S. Credit Facilities and Other We utilize local currency credit facilities to finance the operations of certain non-U.S. subsidiaries. At March 31, 2026, \$4.7 million was outstanding under our non-U.S. credit facilities, as compared to \$10.7 million at December 31, 2025. At March 31, 2026, an additional \$99.5 million was available under our non-U.S. credit facilities.

Weighted-Average Interest Rate The weighted-average interest rate of our long-term debt outstanding was 7.0% at March 31, 2026 and 6.8% at December 31, 2025.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

6. DERIVATIVES

Our business and financial results are affected by fluctuations in global financial markets, including currency exchange rates and interest rates. Our hedging policy has been developed to manage these risks to an acceptable level based on management's judgment of the appropriate trade-off between risk, opportunity and cost. We do not hold financial instruments for trading or speculative purposes.

Currency derivative contracts From time to time, we use foreign currency forward contracts to reduce the effects of fluctuations in exchange rates relating to certain foreign currencies. As of March 31, 2026 and December 31, 2025, we had currency forward contracts outstanding with a total notional amount of \$1,088.8 million and \$216.2 million, respectively, that hedge our exposure to changes in foreign currency exchange rates for certain working capital items into the third quarter of 2028.

In January 2025, in connection with the Business Combination, we entered into a foreign currency forward contract (the Business Combination Derivative) to reduce the variability in cash flows as a result of fluctuations in the foreign currency exchange rate between the U.S. dollar and pound sterling. This foreign currency forward contract was nondesignated and recognized at fair value each reporting period through the closing of the Business Combination with changes in fair value recognized in Other expense, net in our Condensed Consolidated Statement of Operations. At December 31, 2025, we had a notional amount outstanding under the Business Combination Derivative of £571.0 million, which was equivalent to \$769.2 million. Upon the closing of the Business Combination on February 3, 2026, the Business Combination Derivative was settled and we received net cash proceeds of \$65.9 million.

Fixed-to-fixed cross-currency swaps In the second quarter of 2024, we entered into a fixed-to-fixed cross-currency swap that is designated as a fair value hedge. This fixed-to-fixed cross-currency swap reduces the variability of functional currency equivalent cash flows associated with changes in exchange rates on certain Euro-based intercompany loans. At March 31, 2026 and December 31, 2025, we had a notional amount outstanding under the fixed-to-fixed cross-currency swap of €175.0 million, which was equivalent to \$202.0 million and \$205.5 million, respectively. The fixed-to-fixed cross-currency swap hedges our exposure to changes in exchange rates on the intercompany loans through the second quarter of 2027.

In the first quarter of 2026, we entered into additional fixed-to-fixed cross-currency swaps that are designated as fair value hedges. These fixed-to-fixed cross-currency swaps reduce the variability of functional currency equivalent cash flows associated with changes in exchange rates on certain Euro-based intercompany loans. At March 31, 2026, we had a notional amount outstanding under the fixed-to-fixed cross-currency swaps of €200.0 million, which was equivalent to \$230.9 million which hedges our exposure through the first quarter 2028, and €200.0 million, which was equivalent to \$230.9 million which hedges our exposure through the first quarter of 2029.

Variable-to-fixed interest rate swap As of March 31, 2026, we have \$700.0 million notional amount hedged in relation to our variable-to-fixed interest rate swap into the second quarter of 2026, which subsequently increases to \$1.0 billion through the fourth quarter of 2028, and decreases thereafter to \$900.0 million through the fourth quarter of 2030 and to \$500.0 million through the fourth quarter of 2031.

The following table summarizes the reclassification of pre-tax derivative gains and losses into net income from accumulated other comprehensive income (loss) for those derivative instruments designated as cash flow and fair value hedges under Accounting Standards Codification (ASC) 815 - *Derivatives and Hedging*:

	Location of Gain (Loss) Reclassified into Net Income (Loss)	Gain (Loss) Reclassified During Three Months Ended March 31,		Total of Financial Statement Line Item	Gain (Loss) Expected to be Reclassified During the Next 12 Months
		2026	2025	2026	
<i>(in millions)</i>					
Currency forward contracts	Cost of Goods Sold	\$ 2.5	\$ (4.1)	\$ 2,153.5	\$ 8.5
Fixed-to-fixed cross-currency swap	Other Expense, net	13.8	(8.0)	(28.6)	—
Variable-to-fixed interest rate swap	Interest Expense	(0.3)	1.0	(89.6)	(0.3)

See Note 8 - Reclassifications out of Accumulated Other Comprehensive Income (Loss) (AOCI) for amounts recognized in other comprehensive income (loss) during the three months ended March 31, 2026 and 2025.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following table summarizes the amount and location of gains and losses recognized in the Condensed Consolidated Statements of Operations for those derivative instruments not designated as hedging instruments under ASC 815:

	Location of Gain (Loss) Recognized in Net Income (Loss)	Gain (Loss) Recognized During Three Months Ended March 31,		Total of Financial Statement Line Item
		2026	2025	2026
		<i>(in millions)</i>		
Currency forward contracts	Other Expense, net	\$ (10.2)	\$ 0.9	\$ (28.6)
Currency forward contracts	Gain on Business Combination Derivative	12.9	21.9	12.9

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

7. FAIR VALUE

ASC 820 - *Fair Value Measurement* defines fair value as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” The definition is based on an exit price rather than an entry price, regardless of whether the entity plans to hold or sell the asset. This guidance also establishes a fair value hierarchy to prioritize inputs used in measuring fair value as follows:

- Level 1: Observable inputs such as quoted prices in active markets;
- Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Financial instruments The estimated carrying value of our financial assets and liabilities that are recognized at fair value on a recurring basis, using available market information and other observable data, are as follows:

	Fair Value		Input
	March 31, 2026	December 31, 2025	
<i>(in millions)</i>			
Balance Sheet Classification			
Cash equivalents	\$ 188.7	\$ 183.1	Level 1
Prepaid expenses and other			
Cash flow hedges - currency forward contracts	8.8	9.0	Level 2
Cash flow hedges - variable-to-fixed interest rate swap	1.1	0.1	Level 2
Nondesignated - currency forward contracts	37.3	53.7	Level 2
Other assets and deferred charges			
Cash flow hedges - currency forward contracts	5.3	4.9	Level 2
Fair value hedges - fixed-to-fixed cross-currency swap	12.6	—	Level 2
Cash flow hedges - variable-to-fixed interest rate swap	4.6	0.7	Level 2
Nondesignated - currency forward contracts	5.3	—	Level 2
Accrued expenses and other			
Cash flow hedges - currency forward contracts	0.2	—	Level 2
Nondesignated - currency forward contracts	3.4	—	Level 2
Postretirement benefits and other long-term liabilities			
Cash flow hedges - currency forward contracts	0.1	—	Level 2
Fair value hedges - fixed-to-fixed cross-currency swap	17.0	21.5	Level 2
Nondesignated - currency forward contracts	2.2	—	Level 2

The carrying values of our cash, accounts receivable, accounts payable and accrued liabilities, and borrowings under non-U.S. credit facilities approximate their fair values due to the short-term maturities of these instruments.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

We estimated the fair value of the amounts outstanding on our debt using available market information and other observable data, to be as follows:

	March 31, 2026		December 31, 2025		Input
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	
	<i>(in millions)</i>				
Revolving Credit Facility	\$ —	\$ —	\$ —	\$ —	Level 2
Term Loan A Facility	478.2	464.4	484.3	486.7	Level 2
Term Loan B Facility	646.3	642.3	648.0	649.6	Level 2
Tranche C Term Facility	826.7	820.5	—	—	Level 2
7.75% Notes due 2033	1,250.0	1,209.4	1,250.0	1,268.8	Level 2
6.875% Notes due 2028	250.0	250.0	250.0	249.8	Level 2
6.375% Notes due 2032	850.0	835.1	850.0	850.3	Level 2
5.00% Notes due 2029	600.0	571.2	600.0	576.0	Level 2
U.S. Private Placement Notes	349.0	349.0	—	—	Level 3

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

8. RECLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) (AOCI)

Reclassification adjustments and other activity impacting accumulated other comprehensive income (loss) during the three months ended March 31, 2026 and March 31, 2025 are as follows (*in millions*):

	Defined Benefit Plans	Foreign Currency Translation Adjustments	Unrecognized Gain (Loss) on Hedges	Total
Balance at December 31, 2025	\$ (164.3)	\$ (109.8)	\$ 8.0	\$ (266.1)
Other comprehensive income before reclassifications	—	13.4	24.4	37.8
Income tax effect of other comprehensive income before reclassifications	—	—	(5.1)	(5.1)
Amounts reclassified from accumulated other comprehensive income (loss)	0.3 (a)	—	(16.0) (b)	(15.7)
Income taxes reclassified into net loss	0.1	—	3.3	3.4
Net change in accumulated other comprehensive income (loss)	0.4	13.4	6.6	20.4
Balance at March 31, 2026	<u>\$ (163.9)</u>	<u>\$ (96.4)</u>	<u>\$ 14.6</u>	<u>\$ (245.7)</u>

	Defined Benefit Plans	Foreign Currency Translation Adjustments	Unrecognized Gain (Loss) on Hedges	Total
Balance at December 31, 2024	\$ (157.2)	\$ (187.0)	\$ (8.0)	\$ (352.2)
Other comprehensive income (loss) before reclassifications	—	16.9	(8.0)	8.9
Income tax effect of other comprehensive income (loss) before reclassifications	—	—	1.7	1.7
Amounts reclassified from accumulated other comprehensive loss	(0.4) (a)	6.4 (c)	11.1 (b)	17.1
Income taxes reclassified into net income	0.1	—	(2.6)	(2.5)
Net change in accumulated other comprehensive loss	(0.3)	23.3	2.2	25.2
Balance at March 31, 2025	<u>\$ (157.5)</u>	<u>\$ (163.7)</u>	<u>\$ (5.8)</u>	<u>\$ (327.0)</u>

(a) These amounts were reclassified from AOCI to Other expense, net for the three months ended March 31, 2026 and March 31, 2025.

(b) The amounts reclassified from AOCI included \$(2.5) million in cost of goods sold (COGS), \$0.3 million in interest expense and \$(13.8) million in Other expense, net for the three months ended March 31, 2026 and \$4.1 million in COGS, \$(1.0) million in interest expense and \$8.0 million in Other expense, net for the three months ended March 31, 2025.

(c) The amount reclassified from AOCI for the three months ended March 31, 2025 reflects Dauch's 50% share of the cumulative translation adjustment associated with the two Chinese joint ventures that we exited in the first quarter of 2025. This amount was reclassified to Other expense, net. See Note 2 - Acquisitions and Dispositions for further details.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

9. EMPLOYEE BENEFIT PLANS

The components of net periodic benefit cost (credit) are as follows:

	Pension Benefits	
	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Service cost	\$ 0.6	\$ 0.1
Interest cost	17.1	6.0
Expected asset return	(15.2)	(6.4)
Amortized loss	2.5	2.1
Net periodic benefit cost	<u>\$ 5.0</u>	<u>\$ 1.8</u>
	Other Postretirement Benefits	
	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Service cost	\$ 0.2	\$ —
Interest cost	2.5	2.3
Amortized gain	(2.0)	(2.3)
Amortized prior service credit	(0.2)	(0.2)
Net periodic benefit cost (credit)	<u>\$ 0.5</u>	<u>\$ (0.2)</u>

In connection with the Business Combination, we assumed various pension and other postretirement benefit plans of Dowlais, primarily in the U.S., United Kingdom and Germany. At the date of the Business Combination, the total projected benefit obligation of all plans assumed was approximately \$1.4 billion and related assets were approximately \$1.0 billion, resulting in a net liability of approximately \$400 million.

The noncurrent liabilities associated with our pension and other postretirement benefit plans are classified as Postretirement benefits and other long-term liabilities on our Condensed Consolidated Balance Sheets. As of March 31, 2026 and December 31, 2025, we have a noncurrent pension liability of \$499.5 million and \$69.7 million, respectively. As of March 31, 2026 and December 31, 2025, we have a noncurrent other postretirement benefits liability of \$310.4 million and \$276.6 million, respectively.

In 2026, we expect pension funding requirements to be approximately \$35.0 million and we expect cash payments for other postretirement benefit obligations, net of GM cost sharing, to be \$16.1 million, including expected contributions to Dowlais plans assumed in the Business Combination.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

10. PRODUCT WARRANTIES

We record a liability for estimated warranty obligations at the dates our products are sold. These estimates are established using sales volumes and internal and external warranty data where there is no payment history and historical information about the average cost of warranty claims for customers with prior claims. We estimate our costs based on the contractual arrangements with our customers, existing customer warranty terms and internal and external warranty data, which includes a determination of our warranty claims and actions taken to improve product quality and minimize warranty claims. We continuously evaluate these estimates and our customers' administration of their warranty programs. We monitor actual warranty claim data and adjust the liability, as necessary, on a quarterly basis.

The following table provides a reconciliation of changes in the product warranty liability:

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Beginning balance	\$ 63.3	\$ 60.6
Accruals	9.9	4.1
Payments	(8.6)	(2.5)
Adjustment to prior period accruals	(0.1)	—
Business Combination with Dowlais	110.7	—
Foreign currency translation	(1.4)	0.4
Ending balance	<u>\$ 173.8</u>	<u>\$ 62.6</u>

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

11. REVENUE FROM CONTRACTS WITH CUSTOMERS

Net sales recognized from contracts with customers, disaggregated by segment and geographical location, are presented in the following table for the three months ended March 31, 2026 and 2025. Net sales are attributed to regions based on the location of production. Intersegment sales have been excluded from the table.

In the first quarter of 2026, we moved certain plant locations that were previously reported under our Metal Forming segment to our Driveline segment in order to better align our product and process technologies. The amounts in the table below for the three months ended March 31, 2025 have been recast to reflect this reorganization.

	Three Months Ended March 31, 2026		
	<i>(in millions)</i>		
	Driveline	Metal Forming	Total
North America	\$ 1,098.7	\$ 348.3	\$ 1,447.0
Asia	223.5	31.4	254.9
Europe	379.4	208.8	588.2
South America	64.0	24.8	88.8
Total	<u>\$ 1,765.6</u>	<u>\$ 613.3</u>	<u>\$ 2,378.9</u>

	Three Months Ended March 31, 2025		
	<i>(in millions)</i>		
	Driveline	Metal Forming	Total
North America	\$ 742.5	\$ 290.5	\$ 1,033.0
Asia	137.7	3.4	141.1
Europe	83.9	111.2	195.1
South America	21.1	21.0	42.1
Total	<u>\$ 985.2</u>	<u>\$ 426.1</u>	<u>\$ 1,411.3</u>

Contract Assets and Liabilities

The following table summarizes our beginning and ending balances for accounts receivable and contract liabilities associated with our contracts with customers *(in millions)*:

	Accounts Receivable, Net	Contract Liabilities (Current)	Contract Liabilities (Long-term)
December 31, 2025	\$ 733.0	\$ 38.5	\$ 33.9
March 31, 2026	1,535.1	32.8	42.1
Increase/(decrease)	<u>\$ 802.1</u>	<u>\$ (5.7)</u>	<u>\$ 8.2</u>

Contract liabilities relate to deferred revenue associated with various settlements and commercial agreements for which we have a future performance obligation to the customer. We recognize this deferred revenue into revenue over the life of the associated program as we satisfy our performance obligations to the customer. We do not have contract assets as defined in ASC 606. We amortized previously recorded contract liabilities into revenue as we satisfied performance obligations with our customers of approximately \$9.5 million and \$3.9 million for the three months ended March 31, 2026 and 2025, respectively.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

12. RESTRUCTURING AND ACQUISITION-RELATED COSTS

In 2022, we completed our acquisition of Tekfor Group (Tekfor) and in 2023 we initiated certain restructuring actions associated with the acquired entities. We expect to incur restructuring costs associated with the acquired entities through 2026. In the first quarter of 2024, we initiated a global restructuring program (the 2024 Program) focused on optimizing our cost structure, including the closure of certain of the Company's facilities. We expect to incur costs under the 2024 Program into 2029, due to the long-lead nature of these projects. In February 2026, we completed our acquisition of Dowlais, which had existing restructuring programs at the time of the acquisition.

A summary of our restructuring activity for the first three months of 2026 and 2025 is shown below:

	Severance Charges	Implementation Costs	Total
		<i>(in millions)</i>	
Accrual at December 31, 2024	\$ 0.8	\$ 2.0	\$ 2.8
Charges	1.0	2.4	3.4
Cash utilization	(1.4)	(1.2)	(2.6)
Accrual at March 31, 2025	<u>\$ 0.4</u>	<u>\$ 3.2</u>	<u>\$ 3.6</u>
Accrual at December 31, 2025	\$ 32.2	\$ 5.8	\$ 38.0
Business Combination with Dowlais	48.4	11.9	60.3
Charges	7.4	18.9	26.3
Cash utilization	(15.7)	(20.1)	(35.8)
Accrual at March 31, 2026	<u>\$ 72.3</u>	<u>\$ 16.5</u>	<u>\$ 88.8</u>

As part of our restructuring actions, we incurred total severance charges of approximately \$7.4 million and \$1.0 million during the three months ended March 31, 2026 and 2025, respectively. We also incurred total implementation costs of approximately \$18.9 million and \$2.4 million during the three months ended March 31, 2026 and 2025, respectively. Implementation costs consist primarily of plant exit costs.

Approximately \$17.7 million of our total restructuring costs for the three months ended March 31, 2026 related to Dowlais' existing restructuring programs, approximately \$4.6 million were associated with the 2024 Program and approximately \$4.0 million were associated with Tekfor. From inception of the 2024 Program, we have incurred \$26.9 million of total restructuring costs under this program. We have incurred \$45.6 million of total restructuring costs associated with Tekfor.

Approximately \$16.9 million and \$6.7 million of our total restructuring costs for the three months ended March 31, 2026 related to our Driveline and Metal Forming segments, respectively, while the remainder were corporate costs. Approximately \$1.0 million and \$1.9 million of our total restructuring costs for the three months ended March 31, 2025 related to our Driveline and Metal Forming segments, respectively, while the remainder were corporate costs. We expect to incur approximately \$100 million to \$140 million of total restructuring charges in 2026.

In 2026, we incurred acquisition-related costs associated with the Business Combination and integration costs primarily related to our acquisition of Dowlais. Additionally, in 2025 we incurred acquisition-related costs associated with the Business Combination and integration costs primarily related to our previous acquisition of Tekfor. The following table represents a summary of charges incurred in 2026 and 2025 associated with acquisition and integration costs:

	Acquisition-Related Costs	Integration Expenses	Total
		<i>(in millions)</i>	
Charges for the three months ended March 31, 2026	\$ 53.8	\$ 18.8	\$ 72.6
Charges for the three months ended March 31, 2025	16.2	0.1	16.3

Acquisition-related costs primarily consist of advisory, legal, accounting, valuation and certain other professional or consulting fees incurred. Integration expenses primarily reflect costs for professional fees incurred in conjunction with integration activities. Total restructuring charges and acquisition-related charges are presented on a separate line item titled Restructuring and acquisition-related costs in our Condensed Consolidated Statements of Operations and totaled \$98.9 million and \$19.7 million for the three months ended March 31, 2026 and March 31, 2025, respectively.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

13. INCOME TAXES

We adjust our effective tax rate each quarter based on our estimated annual effective tax rate. We also record the tax impact of certain discrete, unusual or infrequently occurring items, including changes in judgment about valuation allowances and the effects of changes in tax laws or rates on deferred tax balances, in the interim period in which they occur. In addition, jurisdictions with a projected loss for the year or a year-to-date loss where no tax benefit can be recognized are excluded from the estimated annual effective tax rate. The impact of such an exclusion could result in a higher or lower effective tax rate during a particular quarter, based upon the mix and timing of actual earnings versus annual projections.

Our income tax expense (benefit) and effective income tax rates for the three months ended March 31, 2026 and March 31, 2025 are as follows:

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions)</i>	
Income tax expense (benefit)	\$ (19.6)	\$ 14.0
Effective income tax rate	16.4 %	66.4 %

For the three months ended March 31, 2026, our effective income tax rate varies from the U.S. federal statutory rate primarily due to the release of \$22.4 million of valuation allowance in a non-U.S. jurisdiction, partially offset by permanent adjustments associated with nondeductible transaction costs incurred in conjunction with the Business Combination, and net losses in certain jurisdictions with no corresponding tax benefit due to increases in our valuation allowance.

Our income tax expense and effective income tax rate for the three months ended March 31, 2026 varies from our income tax expense and effective income tax rate for the three months ended March 31, 2025 primarily as a result of the release of a valuation allowance in a non-U.S. jurisdiction during the three months ended March 31, 2026.

In accordance with the guidance in ASC 740 - *Income Taxes*, we review the likelihood that we will realize the benefit of deferred tax assets and estimate whether recoverability of our deferred tax assets is "more likely than not" based on the available evidence. Due to the uncertainty associated with the potential impact of geopolitical conflicts or events, as well as macroeconomic factors, including sustained or increased inflation, renegotiated trade agreements, and tariffs or import restrictions, we may experience lower than projected earnings in certain jurisdictions in future periods and, as a result, it is reasonably possible that changes in valuation allowances could be recognized in future periods and such changes could be material to our financial statements.

Other Income Tax Matters

Pending Tax Litigation

During their examination of our 2015 U.S. federal income tax return, the Internal Revenue Service (IRS) asserted that income earned by a Luxembourg subsidiary from its Mexican branch operations should be categorized as foreign base company sales income (FBCSI) under Section 954(d) of the Internal Revenue Code and recognized currently as taxable income on our 2015 U.S. federal income tax return. As a result of this assertion, the IRS issued a Notice of Proposed Adjustment (NOPA). The Company disagreed with the NOPA, believes that the proposed adjustment is without merit and contested the matter through the IRS's administrative appeals process. No resolution was reached in the appeals process and, in September 2022, the IRS issued a Notice of Deficiency. The IRS subsequently issued a Notice of Tax Due in December 2022 and we paid the assessed tax and interest of \$10.1 million in January 2023. We filed a claim for refund for the amount of tax and interest paid related to this matter for the 2015 tax year and, in December 2023, we filed suit in the U.S. Court of Federal Claims. We have a trial date set to begin court proceedings on this matter in 2026.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

We believe, after consultation with tax and legal counsel, that it is more likely than not that our structure did not give rise to FBCSI, and it's likely that we will be successful in ultimately defending our position. As such, we have not recorded any impact of the IRS's proposed adjustment in our condensed consolidated financial statements as of, and for the three months ended, March 31, 2026 and March 31, 2025, with the exception of the income tax receivable of \$10.1 million that was paid by the Company to the IRS in 2023. As of March 31, 2026, in the event the Company is not successful in defending its position, the potential additional income tax expense, including estimated interest charges, related to tax years 2015 through 2023, is estimated to be in the range of approximately \$335 million to \$385 million.

The IRS has subsequently issued to the Company additional NOPAs for this matter for each of the tax years 2016 through 2022. The issuance of these NOPAs does not impact the aforementioned estimated range of potential income tax expense and interest charges and does not alter our belief that it is more likely than not that our structure did not give rise to FBCSI and that it's likely that we will be successful in ultimately defending our position.

Negative or unexpected outcomes of tax examinations and audits, and any related litigation, could have a material adverse impact on our results of operations, financial condition and cash flows. We will continue to monitor the progress and conclusions of all ongoing audits and other communications with tax authorities and will adjust our estimated liability as necessary. As of March 31, 2026 and December 31, 2025, we have recorded a liability for unrecognized income tax benefits and related interest and penalties of \$217.3 million and \$32.6 million, respectively. The increase in our liability for unrecognized income tax benefits as of March 31, 2026, as compared to December 31, 2025, is the result of liabilities associated with the Business Combination.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

14. EARNINGS (LOSS) PER SHARE (EPS)

We present EPS using the two-class method. This method allocates undistributed earnings between common shares and non-vested share-based payment awards that entitle the holder to non-forfeitable dividend rights. Our participating securities are our non-vested restricted stock units.

The following table sets forth the computation of our basic and diluted EPS available to shareholders of common stock (excluding participating securities):

	Three Months Ended	
	March 31,	
	2026	2025
	<i>(in millions, except per share data)</i>	
Numerator		
Net income (loss) attributable to Dauch	\$ (100.3)	\$ 7.1
Less: Net income attributable to participating securities	—	(0.3)
Net income (loss) attributable to common shareholders - Basic and Dilutive	<u>\$ (100.3)</u>	<u>\$ 6.8</u>
Denominators		
Basic common shares outstanding -		
Weighted-average shares outstanding	200.1	122.5
Less: Weighted-average participating securities	(6.8)	(4.6)
Weighted-average common shares outstanding	<u>193.3</u>	<u>117.9</u>
Effect of dilutive securities -		
Dilutive stock-based compensation	—	0.1
Diluted shares outstanding -		
Adjusted weighted-average shares after assumed conversions	<u>193.3</u>	<u>118.0</u>
Basic EPS	<u>\$ (0.52)</u>	<u>\$ 0.06</u>
Diluted EPS	<u>\$ (0.52)</u>	<u>\$ 0.06</u>

Basic and diluted loss per share are the same for the three months ended March 31, 2026 because the effect of potentially dilutive stock-based compensation would have been antidilutive. Excluded potentially dilutive shares were 0.3 million for the three months ended March 31, 2026.

On February 3, 2026, in connection with the completion of the Business Combination, we issued approximately 117 million shares and increased our authorized shares from 150 million to 375 million shares.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

15. INVESTMENTS IN EQUITY-METHOD AFFILIATES

Investments in Equity-Method Affiliates

We have investments in certain joint ventures and other entities whereby we are able to significantly influence the policies and operations of these entities. These entities are not consolidated in our operating results, but our share of the earnings or losses associated with these entities is included in our results of operations using the equity method of accounting.

As part of the Business Combination, we acquired a 50% interest in Shanghai GKN HUAYU Driveline Systems Co Limited (SDS). SDS is our only significant equity method investment. Our net share of income from SDS for the period from the closing date of the Business Combination on February 3, 2026 through March 31, 2026, as well as our investment in SDS at March 31, 2026, are as follows (*in millions*):

Condensed Consolidated Statement of Operations Information	Three Months Ended	
	March 31, 2026	
Proportionate share of income from SDS	\$	13.8
Amortization of acquisition intangible asset attributable to SDS, net of tax		(4.4)
Net share of income from SDS	\$	9.4

Condensed Consolidated Balance Sheet Information	March 31, 2026	
Investment in SDS	\$	869.5

Our net share of income from SDS is included within Income from equity-method affiliates, net in our Condensed Consolidated Statement of Operations. Our investment in SDS is included within Investments in equity-method affiliates in our Condensed Consolidated Balance Sheet. As of, and for the three months ended March 31, 2026, there were no significant related-party transactions or balances between Dauch and SDS. See Note 2 - Acquisitions and Dispositions for additional information about the Business Combination.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

16. SEGMENT REPORTING

Our business is organized into two segments, Driveline and Metal Forming, with each representing a reportable segment under ASC 280 - *Segment Reporting*. The results of each segment are regularly reviewed by the chief operating decision maker (CODM) to assess the performance of the segment and make decisions regarding the allocation of resources to the segments. Our CODM is our Chief Executive Officer.

Our product offerings by segment are as follows:

- Driveline products consist primarily of front and rear axles, sideshafts, driveshafts, propshafts, differential assemblies, clutch modules, balance shaft systems, disconnecting driveline technology, and electric and hybrid driveline products and systems for light trucks, sport utility vehicles (SUVs), crossover vehicles, passenger cars and commercial vehicles; and
- Metal Forming products consist primarily of engine, transmission, driveline and safety-critical components for traditional internal combustion engine and electric vehicle architectures including light vehicles, commercial vehicles and off-highway vehicles and products for industrial markets, filters and silencers, as well as powdered metal and related additives.

We use Segment Adjusted EBITDA as the measure of earnings to assess the performance of each segment and determine the resources to be allocated to the segments.

For the three months ended March 31, 2026, based in part on our recent Business Combination and to more effectively measure our global business profile, we revised our definition of Adjusted EBITDA to exclude the impact of unrealized foreign exchange gains and losses on acquired U.S. Private Placement Notes, mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais, gains and losses on the disposal of property, plant and equipment, and amortization of the acquisition intangible asset attributable to our investment in Shanghai GKN HUAYU Driveline Systems Co Limited (SDS). We define EBITDA to be earnings before interest expense, income taxes, depreciation and amortization. As revised, Total Segment Adjusted EBITDA is defined as EBITDA for our reportable segments excluding the impact of restructuring and acquisition-related costs, debt refinancing and redemption costs, gains or losses on the derivative associated with our Business Combination with Dowlais, interest income on debt held in escrow, gains or losses on equity securities, impairment charges, unrealized foreign exchange gains and losses on acquired U.S. Private Placement Notes, mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais, gains and losses on the disposal of property, plant and equipment, amortization of the acquisition intangible asset attributable to our investment in SDS, net of tax, and non-recurring items.

We believe that EBITDA and Total Segment Adjusted EBITDA are meaningful measures of performance as they are commonly utilized by management and investors to analyze operating performance and entity valuation. Our management, the investment community and banking institutions routinely use EBITDA and Total Segment Adjusted EBITDA, together with other measures, to measure our operating performance relative to other Tier 1 automotive suppliers and to assess the relative mix of Adjusted EBITDA by segment. We also believe that Total Segment Adjusted EBITDA is a meaningful measure as it is used for operational planning and decision-making purposes. EBITDA and Total Segment Adjusted EBITDA are also key metrics used in our calculation of incentive compensation. These non-GAAP financial measures are not and should not be considered a substitute for any GAAP measure. Additionally, non-GAAP financial measures as presented by the Company may not be comparable to similarly titled measures reported by other companies. The amounts in the table below are presented based upon our revised definition of Segment Adjusted EBITDA and amounts that were reported under the previous definition have been recast.

Additionally, in the first quarter of 2026, we moved certain plant locations that were previously reported under our Metal Forming segment to our Driveline segment in order to better align our product and process technologies. The amounts in the tables below for the three months ended March 31, 2025 have been recast to reflect this reorganization.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following tables represent information by reportable segment for the three months ended March 31, 2026 and 2025 (in millions):

	Three Months Ended March 31, 2026			
	Driveline	Metal Forming	Corporate and Eliminations	Total
Sales	\$ 1,769.1	\$ 726.2	\$ —	\$ 2,495.3
Less: Intersegment sales	3.5	112.9	—	116.4
Net external sales	\$ 1,765.6	\$ 613.3	\$ —	\$ 2,378.9
Cost of goods sold (a)	1,448.9	509.8	—	1,958.7
Selling, general and administrative expenses (b)	93.0	38.6	—	131.6
Other segment expense (income), net (c)	(15.1)	(4.8)	—	(19.9)
Segment Adjusted EBITDA	\$ 238.8	\$ 69.7	\$ —	\$ 308.5
Depreciation and amortization	\$ 118.7	\$ 63.1	\$ —	\$ 181.8
Capital expenditures	\$ 80.1	\$ 22.7	\$ 0.8	\$ 103.6
Total Assets	\$ 7,824.6	\$ 2,693.0	\$ 754.5	\$ 11,272.1

(a) Cost of goods sold excludes depreciation and amortization, which was \$107.1 million for Driveline and \$46.3 million for Metal Forming for the three months ended March 31, 2026. Cost of goods sold also excludes loss on disposal of property, plant and equipment, which was \$1.1 million for Driveline and \$2.6 million for Metal Forming for the three months ended March 31, 2026, and excludes an acquisition-related fair value adjustment which was \$28.8 million for Driveline and \$8.9 million for Metal Forming for the three months ended March 31, 2026.

(b) Selling, general and administrative expenses excludes depreciation, which was \$4.8 million for Driveline and \$0.9 million for Metal Forming for the three months ended March 31, 2026.

(c) Other segment expense (income), net primarily consists of the net impact of interest income and foreign exchange gains and losses.

	Three Months Ended March 31, 2025			
	Driveline	Metal Forming	Corporate and Eliminations	Total
Sales	\$ 987.0	\$ 525.5	\$ —	\$ 1,512.5
Less: Intersegment sales	1.8	99.4	—	101.2
Net external sales	\$ 985.2	\$ 426.1	\$ —	\$ 1,411.3
Cost of goods sold (a)	784.8	365.7	—	1,150.5
Selling, general and administrative expenses (b)	67.2	18.6	—	85.8
Other segment expense (income), net (c)	0.5	(3.2)	—	(2.7)
Segment Adjusted EBITDA	\$ 132.7	\$ 45.0	\$ —	\$ 177.7
Depreciation and amortization	\$ 63.0	\$ 49.2	\$ —	\$ 112.2
Capital expenditures	\$ 45.1	\$ 23.6	\$ 0.6	\$ 69.3
Total Assets	\$ 2,608.4	\$ 1,523.7	\$ 1,007.3	\$ 5,139.4

(a) Cost of goods sold excludes depreciation and amortization, which was \$54.1 million for Driveline and \$32.4 million for Metal Forming for the three months ended March 31, 2025. Cost of goods sold also excludes loss on disposal of property, plant and equipment which was \$0.1 million for Driveline and \$0.3 million for Metal Forming for the three months ended March 31, 2025.

(b) Selling, general and administrative expenses excludes depreciation, which was \$4.2 million for Driveline and \$0.9 million for Metal Forming for the three months ended March 31, 2025.

(c) Other segment expense (income), net primarily consists of the net impact of interest income and foreign exchange gains and losses.

DAUCH CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following table represents a reconciliation of Total Segment Adjusted EBITDA to consolidated income (loss) before income taxes for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
	<i>(in millions)</i>	
Total segment adjusted EBITDA ^(a)	\$ 308.5	\$ 177.7
Interest expense	(89.6)	(42.9)
Depreciation and amortization	(181.8)	(112.2)
Restructuring and acquisition-related costs	(98.9)	(19.7)
Gain on Business Combination Derivative (Note 6)	12.9	21.9
Debt refinancing and redemption costs	(3.0)	(3.3)
Unrealized foreign exchange loss on acquired U.S. Private Placement Notes	(10.9)	—
Mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais	(15.6)	—
Loss on disposal of property, plant and equipment	(3.7)	(0.4)
Interest income on debt held in escrow	4.6	—
Amortization of acquisition intangible asset attributable to SDS (Note 15)	(4.4)	—
Non-recurring items:		
Acquisition-related fair value inventory adjustment	(37.7)	—
Income (loss) before income taxes	<u>\$ (119.6)</u>	<u>\$ 21.1</u>

(a) The amounts in the table above are presented based on our revised definition of Total Segment Adjusted EBITDA and amounts that were reported under the previous definition have been recast. In connection with the Business Combination with Dowlais, the Company acquired long-term debt in the form of Dowlais U.S. Private Placement Notes, as well as nondesignated foreign exchange derivatives, which result in unrealized foreign exchange gains and losses recognized in our condensed consolidated Statement of Operations. The Company adjusts for these gains and losses as they are not reflective of our core operating performance. In addition, our equity-method investment in SDS resulted in a basis difference that was attributed to an intangible asset and is amortized through equity-method income and losses. The Company adjusts for this non-cash amortization as it is not reflective of our proportionate share of earnings in SDS.

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

This management's discussion and analysis (MD&A) should be read in conjunction with the unaudited condensed consolidated financial statements and notes appearing elsewhere in this Quarterly Report and our Annual Report on Form 10-K for the year ended December 31, 2025.

Effective January 26, 2026, American Axle & Manufacturing Holdings, Inc. changed its name to Dauch Corporation. As used in this report, except as the context otherwise requires, references to "our Company," "we," "our," "us" or "Dauch" mean Dauch Corporation and its subsidiaries and predecessors, collectively.

COMPANY OVERVIEW

Dauch Corporation is a premier Driveline and Metal Forming supplier serving the global automotive industry with a powertrain-agnostic product portfolio that supports electric, hybrid, and internal combustion vehicles. The company is headquartered in Detroit, Michigan, with operations that span 24 countries and more than 175 locations. Formed through the acquisition of Dowlais Group plc (name subsequently changed to Dowlais Group Limited) (Dowlais) and its subsidiaries - GKN Automotive and GKN Powder Metallurgy, Dauch unites deep engineering roots with global manufacturing capabilities and an entrepreneurial spirit to move mobility forward.

Major Customers

We are a primary supplier of driveline products to General Motors Company (GM) for its full-size rear-wheel drive (RWD) light trucks, sport utility vehicles (SUVs), and crossover vehicles manufactured in North America, supplying a significant portion of GM's rear axle and four-wheel drive and all-wheel drive (4WD/AWD) axle requirements for these vehicle platforms. We also supply GM with various components from our Metal Forming segment. Sales to GM were approximately 31% of our consolidated net sales for the first three months of 2026, and 44% for both the first three months of 2025 and the full year 2025.

We also supply driveline system products to Stellantis N.V. (Stellantis) for programs including the heavy-duty Ram full-size pickup truck and its derivatives. In addition, we sell various components to Stellantis from our Metal Forming segment. Sales to Stellantis were approximately 13% of our consolidated net sales for the first three months of 2026, 11% for the first three months of 2025 and 13% for the full year 2025.

We are also a supplier to Ford Motor Company (Ford) for driveline system products on certain vehicle programs including the Bronco Sport, Maverick, Escape and Lincoln Nautilus, and we also sell various components to Ford from our Metal Forming segment. Sales to Ford were approximately 11% of our consolidated net sales for the first three months of 2026 and 15% for both the first three months of 2025 and the full year 2025.

No other customer represented 10% or more of consolidated net sales during these periods.

Business Combination with Dowlais Group plc

On February 3, 2026, we completed our previously announced acquisition of Dowlais whereby we acquired the entire issued share capital of Dowlais (the Business Combination). Pursuant to the Business Combination, Dowlais shareholders received for each Dowlais ordinary share: 0.0881 shares of new Dauch Corporation common stock and 43 pence per share in cash (approximately \$0.59 per share as of the closing date), resulting in the issuance of approximately 117 million shares (and an increase in authorized shares from 150 million shares to 375 million shares) and a total purchase price of approximately \$1.7 billion. Following the close of the transaction, the combined company is headquartered in Detroit, Michigan and led by the Company's Chairman and CEO.

Uncertainty Associated with Tariffs and Trade Relations and Other Supply Chain Constraints

In 2025, the U.S. government implemented tariffs and increased certain existing tariffs on various products including assembled vehicles and automotive parts and components imported into the U.S., and there is considerable uncertainty around the extent, timing and duration of these tariffs. This has resulted in retaliatory tariffs against the U.S. by the governments of various countries, resulting in significant instability and uncertainty in U.S. trade relations with certain countries. Additionally, the expected 2026 review of the United States-Mexico-Canada Agreement (USMCA) could further contribute to this instability and uncertainty in trade relations.

For the three months ended March 31, 2026, the net impact on earnings related to the aforementioned tariffs was approximately \$30 million and we expect a continuing impact from tariffs in future periods. For the year ended December 31, 2025, the net impact on earnings related to the aforementioned tariffs was approximately \$10 million. We are implementing mitigation actions and pursuing recoveries from our customers for the cost increases resulting from the tariffs but have not reached final agreement with all customers and therefore the total amount and timing of such recoveries is unknown. Further, certain of these recoveries may include government-issued credits and there is uncertainty about whether we will be able to effectively monetize such credits. For the full year 2026, we anticipate the impact on earnings of these tariffs to be approximately \$10 million to \$20 million after mitigation actions and estimated customer recoveries. However, due to uncertainty associated with the potential further implementation or expansion of tariffs, as well as the potential for additional retaliatory actions and other changes to existing trade agreements or changes in international trade relations, the actual impact on 2026 earnings could differ materially from this estimate.

During the first three months of 2026, geopolitical conflicts have indirectly impacted our operations and financial results primarily through supply chain disruptions. We continue to work with customers and suppliers in our effort to protect continuity of supply as we expect these challenges to continue in 2026. Due to the ongoing uncertainty associated with these supply chain constraints, the ultimate impact on our net sales, results of operations and cash flows is unknown.

Commercial Matters

In April 2024, one of our largest customers notified the Company that production purchase orders related to a previously announced contract to supply e-Beam axles for a future vehicle program were terminated. We believe that the termination of these purchase orders reflects, in part, the significant uncertainty currently underlying the electric vehicle environment, including volatility in estimated volumes and the timing of production.

In January of 2026, we reached a settlement agreement with the customer on this matter (the Electric Vehicle Cancellation Settlement). As a result, we received approximately \$28 million in the first quarter of 2026 for the reimbursement of the Company's capitalized engineering, design and development costs.

RESULTS OF OPERATIONS — THREE MONTHS ENDED MARCH 31, 2026 AS COMPARED TO THREE MONTHS ENDED MARCH 31, 2025

Net Sales

<i>(in millions)</i>	Three Months Ended March 31,			
	2026	2025	Change	Percent Change
Net sales	\$ 2,378.9	\$ 1,411.3	\$ 967.6	68.6 %

The impact of the Business Combination on net sales for the first three months of 2026 was approximately \$972 million. Excluding the impact of the Business Combination, the change in net sales in the first three months of 2026, as compared to the first three months of 2025, primarily reflects lower production volumes on certain vehicle programs that we support and a reduction of approximately \$35 million as a result of the sale of AAM India Manufacturing Corporation Pvt., Ltd., which was completed on July 1, 2025. These decreases were partially offset by an increase of approximately \$44 million associated with the effect of metal market pass-throughs to our customers and the impact of foreign exchange related to translation adjustments.

Cost of Goods Sold

<i>(in millions)</i>	Three Months Ended March 31,			
	2026	2025	Change	Percent Change
Cost of goods sold	\$ 2,153.5	\$ 1,237.4	\$ 916.1	74.0 %

The impact on cost of goods sold of the Business Combination was approximately \$927 million for the first three months of 2026, which includes approximately \$38 million for the step-up of inventory to fair value as a result of purchase accounting. Excluding the impact of the Business Combination, the change in cost of goods sold in the first three months of 2026, as compared to the first three months of 2025, primarily reflects an increase of approximately \$39 million associated with the effect of metal market pass-throughs to our customers and the impact of foreign exchange related to translation adjustments, partially offset by a reduction of approximately \$33 million as a result of the sale of AAM India Manufacturing Corporation Pvt., Ltd., as well as the impact of improved operating performance. For the three months ended March 31, 2026, material costs were approximately 52% of total cost of goods sold as compared to approximately 55% for the three months ended March 31, 2025.

Gross Profit

<i>(in millions)</i>	Three Months Ended March 31,			
	2026	2025	Change	Percent Change
Gross profit	\$ 225.4	\$ 173.9	\$ 51.5	29.6 %

Gross margin was 9.5% in the first three months of 2026, as compared to 12.3% in the first three months of 2025. Gross profit and gross margin were impacted by the factors discussed in Net Sales and Cost of Goods Sold above.

Selling, General and Administrative Expenses (SG&A)

<i>(in millions)</i>	Three Months Ended March 31,			
	2026	2025	Change	Percent Change
Selling, general & administrative expenses	\$ 137.3	\$ 90.9	\$ 46.4	51.0 %

SG&A as a percentage of net sales was 5.8% in the first three months of 2026 as compared to 6.4% in the first three months of 2025. R&D expense, net of customer ED&D recoveries, was approximately \$51.6 million in the first three months of 2026, as compared to \$36.3 million in the first three months of 2025. The change in SG&A in the first three months of 2026, as compared to the first three months of 2025, reflects an increase of approximately \$39 million associated with the Business Combination. SG&A expense also reflects an increase in R&D spending in the first three months of 2026, as compared to the first three months of 2025, which was partially offset by the achievement of synergies as a result of the Business Combination.

Amortization of Intangible Assets Amortization expense for the three months ended March 31, 2026 was \$22.9 million, as compared to \$20.6 million for the three months ended March 31, 2025.

Restructuring and Acquisition-Related Costs Restructuring and acquisition-related costs were \$98.9 million for the three months ended March 31, 2026, as compared to \$19.7 million for the three months ended March 31, 2025.

On February 3, 2026, we completed the Business Combination. During the three months ended March 31, 2026, we incurred \$53.8 million of acquisition-related costs and \$18.8 million of integration expenses associated with the Business Combination. Acquisition-related costs primarily consist of advisory, legal, accounting, valuation and certain other professional or consulting fees incurred. Integration expenses primarily reflect costs incurred for professional fees incurred in conjunction with integration activities.

In 2026, we expect to incur approximately \$100 million to \$140 million of total restructuring charges. In addition, we expect to incur \$60 million to \$70 million of acquisition-related costs and \$100 million to \$125 million of integration costs in 2026 associated with the Business Combination. See Note 12 - Restructuring and Acquisition-Related Costs for additional detail regarding our restructuring, acquisition and integration activity.

Operating Income (Loss) Operating loss was \$33.7 million in the first three months of 2026 as compared to operating income of \$42.7 million in the first three months of 2025. Operating margin was (1.4)% in the first three months of 2026, as compared to 3.0% in the first three months of 2025. The changes in operating income and operating margin were due primarily to the factors discussed in Net Sales, Cost of Goods Sold, SG&A, Amortization of Intangible Assets and Restructuring and Acquisition-Related Costs above.

Interest Expense and Interest Income Interest expense was \$89.6 million in the first three months of 2026 as compared to \$42.9 million in the first three months of 2025. The weighted-average interest rate of our long-term debt outstanding was 7.1% for the three months ended March 31, 2026 and 6.9% for the three months ended March 31, 2025. The increase in interest expense the first three months of 2026, as compared to the first three months of 2025, primarily reflects the issuance of new indebtedness in connection with the Business Combination. We expect our interest expense for the full year 2026 to be approximately \$340 million to \$360 million.

Interest income was \$12.1 million in the first three months of 2026 as compared to \$5.6 million in the first three months of 2025. In connection with the 6.375% senior secured notes due 2032 (the 6.375% Notes) and 7.75% senior unsecured notes due 2033 (the 7.75% Notes, and together with the 6.375% Notes, the Notes) issued by American Axle & Manufacturing, Inc. (AAM, Inc.) on October 3, 2025, we received approximately \$4.6 million of interest income in the first quarter of 2026 on the proceeds from the Notes placed in segregated escrow accounts until the closing of the Business Combination on February 3, 2026. See Note 5 - Long-Term Debt for further detail on the financing for the Business Combination and the funds in escrow.

Debt Refinancing and Redemption Costs Debt refinancing and redemption costs were \$3.0 million in the first three months of 2026 as compared to \$3.3 million in the first three months of 2025.

Gain on Business Combination Derivative In the first three months of 2026, we recognized a realized gain on the Business Combination Derivative of \$12.9 million upon the completion of the Business Combination. In the first three months of 2025, we recognized an unrealized gain on the Business Combination Derivative of \$21.9 million. See Note 6 - Derivatives for additional detail on the Business Combination Derivative.

Income from Equity-Method Affiliates Income from equity-method affiliates represents our proportionate share of earnings from equity in unconsolidated subsidiaries. In the first three months of 2026, we recognized income from equity-method affiliates of \$10.3 million, as compared to \$0.1 million in the first three months of 2025, primarily driven by our net share of income from Shanghai GKN HUAYU Driveline Systems Co Limited (SDS). See Note 15 - Investments in Equity-Method Affiliates for more information on our equity-method affiliates.

Other Expense, Net Other expense, net includes the net effect of foreign exchange gains and losses and all components of net periodic pension and postretirement benefit costs other than service cost. Other expense, net was \$28.6 million in the first three months of 2026, as compared to \$3.0 million in the first three months of 2025. The change in Other expense, net was primarily driven by changes in foreign exchange gains and losses in the first three months of 2026, as compared to the first three months of 2025.

Income Tax Expense (Benefit) Income tax benefit was \$19.6 million for the three months ended March 31, 2026, as compared to expense of \$14.0 million for the three months ended March 31, 2025. Our effective income tax rate was 16.4% in the first three months of 2026 as compared to 66.4% in the first three months of 2025.

For the three months ended March 31, 2026, our effective income tax rate varies from the U.S. federal statutory rate primarily due to the release of \$22.4 million of valuation allowance in a non-U.S. jurisdiction, partially offset by permanent adjustments associated with nondeductible transaction costs incurred in conjunction with the Business Combination, and net losses in certain jurisdictions with no corresponding tax benefit due to increases in our valuation allowance.

Our income tax expense and effective income tax rate for the three months ended March 31, 2026 vary from our income tax expense and effective income tax rate for the three months ended March 31, 2025 primarily as a result of the release of a valuation allowance in a non-U.S. jurisdiction during the three months ended March 31, 2026.

Net Income (Loss) Attributable to Dauch and Earnings (Loss) Per Share (EPS) Net loss attributable to Dauch was \$100.3 million in the first three months of 2026, as compared to income of \$7.1 million in the first three months of 2025. Diluted loss per share was \$0.52 in the first three months of 2026, as compared to diluted earnings per share of \$0.06 per share in the first three months of 2025. Net income (loss) attributable to Dauch and EPS for the first three months of 2026 and 2025 were primarily impacted by the factors discussed above.

SEGMENT REPORTING

Our business is organized into two segments, Driveline and Metal Forming, with each representing a reportable segment under ASC 280 - *Segment Reporting*. The results of each segment are regularly reviewed by the chief operating decision maker to assess the performance of the segment and make decisions regarding the allocation of resources to the segments.

Our product offerings by segment are as follows:

- Driveline products consist primarily of front and rear axles, sids shafts, driveshafts, propshafts, differential assemblies, clutch modules, balance shaft systems, disconnecting driveline technology, and electric and hybrid driveline products and systems for light trucks, sport utility vehicles (SUVs), crossover vehicles, passenger cars and commercial vehicles; and
- Metal Forming products consist primarily of engine, transmission, driveline and safety-critical components for traditional internal combustion engine and electric vehicle architectures including light vehicles, commercial vehicles and off-highway vehicles and products for industrial markets, filters and silencers, as well as powdered metal and related additives.

On February 3, 2026, we completed the Business Combination and we began consolidating the results of Dowlais on that date, which are reported in our Driveline and Metal Forming segments for the three months ended March 31, 2026. Additionally, in the first quarter of 2026, we moved certain plant locations that were previously reported under our Metal Forming segment to our Driveline segment in order to better align our product and process technologies. The amounts in the tables below for the three months ended March 31, 2025 have been recast to reflect this reorganization.

The following table represents sales by reportable segment for the three months ended March 31, 2026 and 2025 (*in millions*):

	Three Months Ended March 31,	
	2026	2025
Driveline	\$ 1,769.1	\$ 987.0
Metal Forming	726.2	525.5
Eliminations	(116.4)	(101.2)
Net sales	\$ 2,378.9	\$ 1,411.3

The increase in Driveline sales for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, primarily reflects an increase of approximately \$768 million associated with the impact of the Business Combination, as well as an increase associated with the effect of metal market pass-throughs to our customers and the impact of foreign exchange related to translation adjustments. These increases were partially offset by a reduction of approximately \$35 million resulting from the sale of AAM India Manufacturing Corporation Pvt., Ltd., which was completed on July 1, 2025.

The increase in Metal Forming sales for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, primarily reflects an increase of approximately \$204 million associated with the impact of the Business Combination.

We use Segment Adjusted EBITDA as the measure of earnings to assess the performance of each segment and determine the resources to be allocated to the segments. The amounts for Segment Adjusted EBITDA for the three months ended March 31, 2026 and 2025 are as follows (*in millions*):

	Three Months Ended March 31,	
	2026	2025
Driveline	\$ 238.8	\$ 132.7
Metal Forming	69.7	45.0
Total segment adjusted EBITDA	\$ 308.5	\$ 177.7

For the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, the increase in Segment Adjusted EBITDA for the Driveline segment reflects the impact of the Business Combination.

For the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, the change in Segment Adjusted EBITDA for the Metal Forming segment reflects the impact of the Business Combination, as well as improved operating performance.

Reconciliation of Non-GAAP and GAAP Information

In addition to results reported in accordance with accounting principles generally accepted in the United States of America (GAAP) in this MD&A, we have provided certain non-GAAP financial measures such as EBITDA and Total Segment Adjusted EBITDA. Such information is reconciled to its closest GAAP measure in accordance with Securities and Exchange Commission rules below.

For the three months ended March 31, 2026, based in part on our recent Business Combination and to more effectively measure our global business profile, we revised our definition of Adjusted EBITDA to exclude the impact of unrealized foreign exchange gains and losses on acquired U.S. Private Placement Notes, mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais, gains and losses on the disposal of property, plant and equipment, and amortization of the acquisition intangible asset attributable to our investment in Shanghai GKN HUAYU Driveline Systems Co Limited (SDS). We define EBITDA to be earnings before interest expense, income taxes, depreciation and amortization. As revised, Total Segment Adjusted EBITDA is defined as EBITDA for our reportable segments excluding the impact of restructuring and acquisition-related costs, debt refinancing and redemption costs, gains or losses on the derivative associated with our Business Combination with Dowlais, interest income on debt held in escrow, gains or losses on equity securities, impairment charges, unrealized foreign exchange gains and losses on acquired U.S. Private Placement Notes, mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais, gains and losses on the disposal of property, plant and equipment, amortization of the acquisition intangible asset attributable to our investment in SDS, net of tax, and non-recurring items.

We believe that EBITDA and Total Segment Adjusted EBITDA are meaningful measures of performance as they are commonly utilized by management and investors to analyze operating performance and entity valuation. Our management, the investment community and banking institutions routinely use EBITDA and Total Segment Adjusted EBITDA, together with other measures, to measure our operating performance relative to other Tier 1 automotive suppliers and to assess the relative mix of Adjusted EBITDA by segment. We also believe that Total Segment Adjusted EBITDA is a meaningful measure as it is used for operational planning and decision-making purposes. EBITDA and Total Segment Adjusted EBITDA are also key metrics used in our calculation of incentive compensation. These non-GAAP financial measures are not and should not be considered a substitute for any GAAP measure. Additionally, non-GAAP financial measures as presented by the Company may not be comparable to similarly titled measures reported by other companies. The amounts in the table below are presented based upon our revised definition of Segment Adjusted EBITDA and amounts that were reported under the previous definition have been recast.

	Three Months Ended March 31,	
	2026	2025
Net income (loss)	\$ (100.0)	\$ 7.1
Interest expense	89.6	42.9
Income tax expense (benefit)	(19.6)	14.0
Depreciation and amortization	181.8	112.2
EBITDA	\$ 151.8	\$ 176.2
Restructuring and acquisition-related costs	98.9	19.7
Gain on Business Combination Derivative	(12.9)	(21.9)
Debt refinancing and redemption costs	3.0	3.3
Unrealized foreign exchange loss on acquired U.S. Private Placement Notes	10.9	—
Mark-to-market on nondesignated foreign exchange derivatives assumed as part of the Business Combination with Dowlais	15.6	—
Loss on disposal of property, plant and equipment	3.7	0.4
Interest income on debt held in escrow	(4.6)	—
Amortization of acquisition intangible asset attributable to SDS	4.4	—
Non-recurring items:		
Acquisition-related fair value inventory adjustment	37.7	—
Total segment adjusted EBITDA ^(a)	<u>\$ 308.5</u>	<u>\$ 177.7</u>

(a) The amounts in the table above are presented based on our revised definition of Total Segment Adjusted EBITDA and amounts that were reported under the previous definition have been recast. In connection with the Business Combination with Dowlais, the Company acquired long-term debt in the form of Dowlais U.S. Private Placement Notes, as well as nondesignated foreign exchange derivatives, which result in unrealized foreign exchange gains and losses recognized in our condensed consolidated Statement of Operations. The Company adjusts for these gains and losses as they are not reflective of our core operating performance. In addition, our equity-method investment in SDS resulted in a basis difference that was attributed to an intangible asset and is amortized through equity-method income and losses. The Company adjusts for this non-cash amortization as it is not reflective of our proportionate share of earnings in SDS.

LIQUIDITY AND CAPITAL RESOURCES

Our primary liquidity needs are to fund debt service obligations, capital expenditures, R&D spending, and working capital requirements, in addition to advancing our strategic initiatives. We believe that operating cash flow, available cash and cash equivalent balances and available borrowing capacity under our Senior Secured Credit Facilities and non-U.S. credit facilities will be sufficient to meet these needs.

At March 31, 2026, we had approximately \$2.6 billion of liquidity consisting of approximately \$1.0 billion of cash and cash equivalents, approximately \$1.5 billion of available borrowings under our Revolving Credit Facility and approximately \$100 million of available borrowings under non-U.S. credit facilities. We have no significant debt maturities before 2028.

Operating Activities In the first three months of 2026, net cash used in operating activities was \$64.4 million as compared to net cash provided by operations of \$55.9 million in the first three months of 2025. The following factors impacted cash from operating activities in the first three months of 2026, as compared to the first three months of 2025:

Accounts receivable For the three months ended March 31, 2026, we experienced a decrease in cash flow from operating activities of approximately \$71 million related to the change in our accounts receivable balance from December 31, 2025 to March 31, 2026, as compared to the change in our accounts receivable balance from December 31, 2024 to March 31, 2025. This change was primarily the result of timing of sales to customers in the applicable periods, as well as the timing of collections on customer receivables due, in part, to our participation in various receivable factoring programs, including an early payment program offered by our largest customer. These programs allow us to sell certain of our receivables to third parties at our discretion, and we utilize these programs from time to time.

Accounts payable and accrued expenses For the three months ended March 31, 2026, we experienced an increase in cash flow from operating activities of approximately \$62 million related to the change in our accounts payable and accrued expenses balance from December 31, 2025 to March 31, 2026, as compared to the change in our accounts payable and accrued expenses balance from December 31, 2024 to March 31, 2025. This change was primarily the result of the timing of payments to suppliers in the applicable periods.

Income taxes paid, net Income taxes paid, net was \$27.6 million for the three months ended March 31, 2026, as compared to \$15.2 million for the three months ended March 31, 2025. The increase in income taxes paid, net was primarily attributable to the Business Combination. For the full year 2026, we estimate income taxes paid, net to be in the range of \$160 million to \$170 million.

Restructuring and acquisition-related costs For the full year 2026, we expect restructuring payments in cash flows from operating activities to be approximately \$110 million to \$150 million and we expect the timing of cash payments to approximate the timing of charges incurred. In addition, we expect acquisition-related payments in cash flows from operating activities to be approximately \$130 million to \$150 million and we expect integration payments to be approximately \$100 million to \$125 million in connection with the Business Combination.

Investing Activities In the first three months of 2026, net cash used in investing activities was \$347.5 million as compared to \$40.2 million for the three months of 2025. Capital expenditures were \$103.6 million in the first three months of 2026 as compared to \$69.3 million in the first three months of 2025. We expect our capital spending in 2026 to be approximately 4.5% to 5% of sales.

On February 3, 2026, we completed our acquisition of Dowlais for a total purchase price of approximately \$1.7 billion, of which approximately \$332 million was paid in cash, net of Dowlais cash acquired. In January 2025, in connection with the Business Combination, we entered into a foreign currency forward contract (the Business Combination Derivative). At the closing date of the acquisition, we settled the Business Combination Derivative and received net cash proceeds of approximately \$66 million, which is presented separately from the cash paid to acquire Dowlais in our Condensed Consolidated Statement of Cash Flows. Additionally, in the first quarter of 2026, we received approximately \$21 million from the proceeds of the sale of a former Dowlais subsidiary.

In the first three months of 2025, we exited our 50% ownership of both Hefei AAM Automotive Driveline & Chassis System Co., Ltd. and Liuzhou AAM Automotive Driveline System Co., Ltd. As a result, we collected approximately \$30 million in cash, which approximated the carrying value of our investments in these joint ventures at the time of disposition.

Financing Activities In the first three months of 2026, net cash used in financing activities was \$775.5 million, as compared to \$24.0 million in the first three months of 2025. The following factors impacted cash from financing activities in the first three months of 2026, as compared to the first three months of 2025:

Senior Secured Credit Facilities Dauch and AAM, Inc. are parties to an amended and restated credit agreement that was entered into on March 11, 2022 and has been subsequently amended (as so amended, the Amended and Restated Credit Agreement) which provides for a term loan A facility (the Term Loan A Facility), term loan B facility (the Term Loan B Facility), incremental tranche C term facility (the Tranche C Term Facility) and a multi-currency revolving credit facility (the Revolving Credit Facility and together with the Term Loan A Facility, the Term Loan B Facility and Tranche C Term Facility, the Senior Secured Credit Facilities). The Senior Secured Credit Facilities are secured by a first priority security interest in substantially all of the assets of AAM, Inc., Dauch and Dauch's wholly owned domestic subsidiaries (including AAM, Inc.), subject to certain thresholds, exceptions and permitted liens.

On February 24, 2025, we entered into the Second Amendment to the Amended and Restated Credit Agreement and the Incremental Facility Agreement (the Second Amendment). The Second Amendment, among other things, a) increased the maximum under the Revolving Credit Facility from \$925.0 million to \$1,495.0 million, effective upon closing of the Business Combination, b) provided for an incremental \$843.0 million Tranche C Term Facility in connection with the Business Combination, which was subsequently decreased by AAM, Inc. to \$835.0 million and c) extended the maturity of the Revolving Credit Facility and Term Loan A Facility for five years from the date of the Second Amendment, resetting for another five years upon the closing of the Business Combination. In connection with the Second Amendment, we paid \$11.6 million of debt issuance costs, and expensed \$3.3 million of fees and a portion of the unamortized debt issuance costs that we had been amortizing over the expected life of these borrowings. The maturity date of the Term Loan B Facility in the fourth quarter of 2029 was not changed by the Second Amendment.

At March 31, 2026, we had \$1,469.7 million available under the Revolving Credit Facility. This availability reflects a reduction of \$25.3 million primarily for standby letters of credit issued against the facility.

As of March 31, 2026, we have prepaid \$21.2 million of the outstanding principal on our Term Loan A Facility, Term Loan B Facility and Tranche C Term Facility. These payments satisfy our obligation for principal payments under the Term Loan A Facility, Term Loan B Facility and Tranche C Term Facility through the first quarter of 2027.

The Senior Secured Credit Facilities provide back-up liquidity for our non-U.S. credit facilities. We intend to use the availability of long-term financing under the Senior Secured Credit Facilities to refinance any current maturities related to such debt agreements that are not otherwise refinanced on a long-term basis in their local markets, except where otherwise reclassified to Current portion of long-term debt on our Condensed Consolidated Balance Sheet.

Financing Related to the Business Combination, Redemption of the 6.50% Notes due 2027 and Partial Redemption of the 6.875% Notes due 2028 On October 3, 2025, AAM, Inc. issued \$850 million of 6.375% senior secured notes due 2032 (the 6.375% Notes) and \$1,250 million of 7.75% senior unsecured notes due 2033 (the 7.75% Notes, and together with the 6.375% Notes, the Notes). The 6.375% Notes are governed by an indenture that contains covenants, that, among other things, restrict with certain exceptions, our ability to incur additional debt, make restricted payments, incur debt secured by liens, dispose of assets and engage in consolidations and mergers or sell or transfer all or substantially all of our assets. The 7.75% Notes are governed by an indenture that contains covenants that, among other things, restrict, with certain exceptions, our ability to engage in consolidations and mergers or sell or transfer all or substantially all of our assets, incur debt secured by liens and engage in certain sale and leaseback transactions.

In the fourth quarter of 2025, we used a portion of the proceeds from the Notes to complete a redemption of all \$500 million aggregate principal amount outstanding of 6.50% Notes due 2027 and a partial redemption of \$150 million principal amount of 6.875% Notes due 2028. The remaining proceeds of the Notes, together with certain amounts of prefunded interest, were deposited into segregated escrow accounts which are presented as Restricted cash on our Condensed Consolidated Balance Sheet as of December 31, 2025.

On February 3, 2026, upon completion of the Business Combination, \$1,450 million, together with certain interest, was released from escrow, and was used, together with borrowings under our Tranche C Term Facility and cash on hand, to (a) pay the cash consideration payable in connection with the Business Combination and related fees and expenses, (b) repay in full all outstanding borrowings under the credit facilities of Dowlais and to pay related fees, expenses and premiums, after which all the credit facilities of Dowlais were terminated and (c) fund a change of control offer for certain outstanding notes of Dowlais. We intend to use the remaining proceeds of the Notes for general corporate purposes, which may include, among other things, repayment of other outstanding indebtedness. The 6.375% Notes are secured by a first priority security interest in substantially all of the assets of AAM, Inc., Dauch and Dauch's wholly owned domestic subsidiaries (other than AAM, Inc.) that guarantee the Senior Secured Credit Facilities, subject to certain thresholds, exceptions and permitted liens.

On January 29, 2025, in connection with the announcement of the Business Combination, we entered into a credit agreement (the Backstop Credit Agreement), the First Lien Bridge Credit Agreement (the First Lien Bridge Facility), and the Second Lien Bridge Credit Agreement (the Second Lien Bridge Facility and together with the First Lien Bridge Facility, the Bridge Facilities). Following our entry into the Second Amendment, the Backstop Credit Agreement was terminated. Additionally, in connection with entry into the Second Amendment on February 24, 2025, we entered into the Amended and Restated First Lien Bridge Credit Agreement (the Amended and Restated First Lien Bridge Facility), and the Amended and Restated Second Lien Bridge Credit Agreement (the Amended and Restated Second Lien Bridge Facility, and together with the Amended and Restated First Lien Bridge Facility, the Amended and Restated Bridge Facilities). Following the issuance of the Notes on October 3, 2025, the Amended and Restated Bridge Facilities were terminated.

U.S. Private Placement Notes As part of the Business Combination, Dauch assumed Dowlais' U.S. Private Placement Notes with the aggregate principal amount of \$500 million (U.S. Private Placement Notes). Pursuant to the terms of the U.S. Private Placement Notes, the completion of the Business Combination resulted in a change of control, which required the Company to make an offer to redeem the U.S. Private Placement Notes at par, plus accrued and unpaid interest as of the redemption date. During the three months ended March 31, 2026, a change of control offer was made and completed, resulting in the redemption of \$151 million of the U.S. Private Placement Notes. The U.S. Private Placement Notes that were not redeemed will remain outstanding, with remaining maturities ranging from approximately four to eleven years. The U.S. Private Placement Notes are unsecured and subject to covenants that, among other things, limit the ability of Dowlais and certain of its subsidiaries to enter into transactions with affiliates, consolidate, merge or transfer all of their assets, create or incur liens, incur additional indebtedness, or dispose of assets, and also require compliance with certain financial maintenance covenants. The U.S. Private Placement Notes contain customary events of default.

Repayment of Dowlais Indebtedness Upon the acquisition of Dowlais, we assumed \$1,876.9 million of existing Dowlais indebtedness, which we repaid following the acquisition, with the exception of \$349.0 million of U.S. Private Placement Notes, as described above, which remain outstanding as of March 31, 2026.

Redemption of 6.875% Notes Due 2028 Subsequent to March 31, 2026, we voluntarily redeemed a portion of our 6.875% Notes due 2028. In May 2026, this resulted in a principal payment of \$125.0 million and \$3.0 million in accrued interest. We also expensed approximately \$0.6 million for the write-off of a portion of the unamortized debt issuance costs that we had been amortizing over the expected life of the borrowing.

Non-U.S. Credit Facilities and Other We utilize local currency credit facilities to finance the operations of certain non-U.S. subsidiaries. At March 31, 2026, \$4.7 million was outstanding under our non-U.S. credit facilities, as compared to \$10.7 million at December 31, 2025. At March 31, 2026, an additional \$99.5 million was available under our non-U.S. credit facilities.

Treasury stock Treasury stock increased by \$6.2 million in the first three months of 2026 to \$244.7 million as compared to \$238.5 million at year-end 2025, due to the withholding and repurchase of shares of Company stock to satisfy employee tax withholding obligations due upon the vesting of stock-based compensation.

Subsidiary Guarantees of Registered Debt Securities Our 6.875% Notes and 5.00% Notes (collectively, the Notes) are senior unsecured obligations of AAM, Inc. (Issuer); all of which are fully and unconditionally guaranteed, on a joint and several basis, by Dauch and substantially all of its domestic subsidiaries (other than AAM, Inc.) (Subsidiary Guarantors). Dauch has no significant assets other than its 100% ownership of its direct subsidiaries.

Each guarantee by Dauch and/or any of the Subsidiary Guarantors is:

- a senior obligation of the relevant Subsidiary Guarantors;
- the unsecured and unsubordinated obligation of the relevant Subsidiary Guarantors; and
- of equal rank with all other existing and future unsubordinated and unsecured indebtedness of the relevant Subsidiary Guarantors.

Each guarantee by a Subsidiary Guarantor provides by its terms that it will be automatically, fully and unconditionally released and discharged upon:

- any sale, exchange or transfer (by merger or otherwise) of the capital stock of such Subsidiary Guarantor, or the sale or disposition of all the assets of such Subsidiary Guarantor, which sale, exchange, transfer or disposition is made in compliance with the applicable provisions of the indentures;
- the exercise by the issuer of its legal defeasance option or covenant defeasance option or the discharge of the issuer's obligations under the indentures in accordance with the terms of the indentures; or
- the election of the issuer to affect such a release following the date that such guaranteed Notes have an investment grade rating from both Standard & Poor's Ratings Group, Inc. and Moody's Investors Service, Inc.

The following represents summarized financial information of Dauch, AAM, Inc. and the Subsidiary Guarantors (collectively, the Combined Entities). The information has been prepared on a combined basis and excludes any investments of Dauch, AAM, Inc., or the Subsidiary Guarantors in non-guarantor subsidiaries. Intercompany transactions and amounts between Combined Entities have been eliminated.

Statement of Operations Information

	<i>(in millions)</i>	
	Three Months Ended March 31, 2026	Year Ended December 31, 2025
Net sales	\$ 1,281.4	\$ 4,176.0
Gross profit	135.6	511.5
Income (loss) from operations	(28.9)	6.9
Net loss	(60.0)	(46.8)

Balance Sheet Information

	<i>(in millions)</i>	
	March 31, 2026	December 31, 2025
Current assets	\$ 2,414.7	\$ 2,875.3
Noncurrent assets	3,308.9	2,417.7
Current liabilities	460.3	564.0
Noncurrent liabilities	4,976.9	4,589.5
Redeemable preferred stock	—	—
Noncontrolling interest	—	—

At March 31, 2026 and December 31, 2025, amounts owed by the Combined Entities to non-guarantor entities totaled approximately \$115 million and \$20 million, respectively, and amounts owed to the Combined Entities from non-guarantor entities totaled approximately \$1,260 million and \$400 million, respectively.

CYCLICALITY AND SEASONALITY

Our operations are cyclical because they are directly related to worldwide automotive production, which is itself cyclical and dependent on general economic conditions and other factors. Typically, our business is also moderately seasonal as our major OEM customers historically have an extended shutdown of operations (normally 1-2 weeks) in conjunction with their model year changeover and an approximate one-week shutdown in the month of December. Our major OEM customers also occasionally have longer shutdowns of operations for program changeovers. Accordingly, our quarterly results may reflect these trends.

LITIGATION AND ENVIRONMENTAL MATTERS

We are involved in, or potentially subject to, various legal proceedings or claims incidental to our business. These include, but are not limited to, matters arising out of product warranties, contractual matters, and environmental obligations. Although the outcome of these matters cannot be predicted with certainty, at this time we do not believe that any of these matters, individually or in the aggregate, will have a material adverse effect on our results of operations, financial condition or cash flows.

We file U.S. federal, state and local income tax returns, as well as non-U.S. income tax returns in jurisdictions throughout the world. We are also subject to examinations of these tax returns by the relevant tax authorities. Negative or unexpected outcomes of these examinations and audits, and any related litigation, could have a material adverse impact on our results of operations, financial condition and cash flows. See Note 13 - Income Taxes for additional discussion regarding examinations and audits of our tax returns and pending litigation.

We are subject to various federal, state, local and non-U.S. environmental and occupational safety and health laws, regulations and ordinances, including those regulating air emissions, water discharge, waste management and environmental cleanup. We will continue to closely monitor our environmental conditions to ensure that we are in compliance with all laws, regulations and ordinances. We have made, and anticipate continuing to make, capital and other expenditures (including recurring administrative costs) to comply with environmental requirements at our current and former facilities. Such expenditures were not significant in the first quarter of 2026.

We are subject to risks of environmental issues, including impacts of climate-related events, that could result in unforeseen disruptions or costs to our operations. We did not experience any climate-related events in the first quarter of 2026 that we believe could have a material adverse impact on our results of operations, financial condition and cash flows.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

MARKET RISK

Our business and financial results are affected by fluctuations in global financial markets, including currency exchange rates and interest rates. Our hedging policy has been developed to manage these risks to an acceptable level based on management's judgment of the appropriate trade-off between risk, opportunity and cost. We do not hold financial instruments for trading or speculative purposes.

Currency Exchange Risk From time to time, we use foreign currency forward contracts to reduce the effects of fluctuations in exchange rates relating to certain foreign currencies. As of March 31, 2026 and December 31, 2025, we had currency forward contracts outstanding with a total notional amount of \$1,088.8 million and \$216.2 million, respectively, that hedge our exposure to changes in foreign currency exchange rates for certain working capital items into the third quarter of 2028. The potential decrease in fair value of foreign exchange contracts, assuming a 10% adverse change in the foreign currency exchange rates, would be approximately \$99.0 million at March 31, 2026 and was \$19.5 million at December 31, 2025.

In January 2025, in connection with the Business Combination, we entered into a foreign currency forward contract (the Business Combination Derivative) to reduce the variability in cash flows as a result of fluctuations in the foreign currency exchange rate between the U.S. dollar and pound sterling. This foreign currency forward contract was nondesignated and recognized at fair value each reporting period through the closing of the Business Combination with changes in fair value recognized in Other expense, net in our Condensed Consolidated Statement of Operations. At December 31, 2025, we had a notional amount outstanding under the Business Combination Derivative of £571.0 million, which was equivalent to approximately \$769 million. Upon the closing of the Business Combination on February 3, 2026, the Business Combination Derivative was settled and we received net cash proceeds of approximately \$65.9 million.

In the second quarter of 2024, we entered into a fixed-to-fixed cross-currency swap that is designated as a fair value hedge. This fixed-to-fixed cross-currency swap reduces the variability of functional currency equivalent cash flows associated with changes in exchange rates on certain Euro-based intercompany loans. At March 31, 2026 and December 31, 2025, we had a notional amount outstanding under the fixed-to-fixed cross-currency swap of €175.0 million, which was equivalent to \$202.0 million and \$205.5 million, respectively. The fixed-to-fixed cross-currency swap hedges our exposure to changes in exchange rates on the intercompany loans through the second quarter of 2027. In the first quarter of 2026, we entered into additional fixed-to-fixed cross-currency swaps that are designated as fair value hedges. These fixed-to-fixed cross-currency swaps reduce the variability of functional currency equivalent cash flows associated with changes in exchange rates on certain Euro-based intercompany loans. At March 31, 2026, we had a notional amount outstanding under the fixed-to-fixed cross-currency swaps of €200.0 million, which was equivalent to \$230.9 million which hedges our exposure through the first quarter 2028, and €200.0 million, which was equivalent to \$230.9 million which hedges our exposure through the first quarter of 2029. The potential decrease in fair value of our fixed-to-fixed cross-currency swaps, assuming a 10% adverse change in the foreign currency exchange rates, would be approximately \$66.4 million at March 31, 2026 and was \$20.6 million at December 31, 2025.

Future business operations and opportunities, including the expansion of our business outside North America, may further increase the risk that cash flows resulting from these global operations may be adversely affected by changes in currency exchange rates. If and when appropriate, we intend to manage these risks by creating natural hedges in the structure of our global operations, utilizing local currency funding of these expansions and various types of foreign exchange contracts.

Interest Rate Risk We are exposed to variable interest rates on certain credit facilities. From time to time, we have used interest rate hedging to reduce the effects of fluctuations in market interest rates. As of March 31, 2026, we have \$700.0 million notional amount hedged in relation to our variable-to-fixed interest rate swap into the second quarter of 2026, which subsequently increases to \$1.0 billion through the fourth quarter of 2028, and decreases thereafter to \$900.0 million through the fourth quarter of 2030 and to \$500.0 million through the fourth quarter of 2031.

The pre-tax earnings and cash flow impact of a one-percentage-point increase in interest rates (approximately 14% of our weighted-average interest rate at March 31, 2026) on our long-term debt outstanding, would be approximately \$12.5 million at March 31, 2026 and was approximately \$4.4 million at December 31, 2025, on an annualized basis.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Under the direction of our Chief Executive Officer and Chief Financial Officer, we evaluated our disclosure controls and procedures and internal control over financial reporting and concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934 (the Exchange Act)) were effective as of March 31, 2026.

Changes in Internal Control over Financial Reporting

In conjunction with our Business Combination, we utilized our framework of internal controls over financial reporting specific to business combinations. The applicable controls address the various elements of a business combination, including but not limited to: 1) calculation of the consideration transferred; 2) identifying and properly accounting for transactions that are separate from the Business Combination; 3) use and oversight of competent and qualified specialists in performing the valuation of assets acquired and liabilities assumed; 4) review of inputs and outputs to the valuation models; 5) identifying and disclosing provisional amounts; and 6) tracking measurement period adjustments.

Our Business Combination was completed on February 3, 2026. We are currently integrating policies, processes and operations for the combined company and will continue to evaluate our internal control over financial reporting as we develop and execute our integration plans. We will exclude the acquired operations of Dowlais from our assessment of Dauch's internal control over financial reporting for the year ended December 31, 2026 as permissible under the rules and regulations of the Securities and Exchange Commission.

Except as described above, there have been no changes in our internal control over financial reporting during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. Risk Factors

There were no material changes from the risk factors previously disclosed in our December 31, 2025 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information about our equity security purchases during the quarter ended March 31, 2026 for the withholding and repurchase of shares of Company stock to satisfy employee tax withholding obligations due upon the vesting of stock-based compensation:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
January 1 - January 31, 2026	—	\$ —	—	\$ —
February 1 - February 28, 2026	830,267	7.41	—	—
March 1 - March 31, 2026	13,342	5.73	—	—
Total	843,609	\$ 7.38	—	\$ —

(in millions)

Item 5. Other Information

During the quarterly period ended March 31, 2026, our directors and officers (as defined in Rule 16a-1(f) of the Exchange Act) did not adopt, terminate or modify Rule 10b5-1 or non-Rule 10b5-1 trading arrangements (as defined in Item 408 of Regulation S-K).

Item 6. Exhibits

Number	Description of Exhibit
<u>3.01</u>	<u>Amended and Restated Certificate of Incorporation of American Axle & Manufacturing Holdings, Inc.</u> (Incorporated by reference to Exhibit 3.2 filed with American Axle & Manufacturing Holdings, Inc. Registration Statement on Form S-8 dated September 1, 2017 (Registration No. 333-220300))
<u>3.02</u>	<u>Amendment to the Certificate of Incorporation of the Company.</u> (Incorporated by reference to Exhibit 3.1 of Current Report on Form 8-K dated January 26, 2026)
<u>3.03</u>	<u>Amendment to the Certificate of Incorporation of the the Company</u> (Incorporated by reference to Exhibit 3.1 of Current Report on Form 8-K dated January 30, 2026)
<u>3.04</u>	<u>Fourth Amended and Restated Bylaws</u> (Incorporated by reference to Exhibit 3.2 filed of Current Report on Form 8-K dated January 26, 2026)
<u>4.01</u>	<u>Fifth Supplemental Indenture, dated as of March 31, 2026, among American Axle & Manufacturing, Inc., Dauch Corporation, certain subsidiary guarantors and U.S. Bank National Association, as trustee</u> (Incorporated by reference to Exhibit 4.14 filed with Dauch Corporation's Registration Statement on Form S-3 dated May 1, 2026 (Registration Statement No. 333-295500))
<u>4.02</u>	<u>First Supplemental Indenture, dated as of March 31, 2026, among American Axle & Manufacturing, Inc., Dauch Corporation, certain subsidiary guarantors signatory thereto and U.S. Bank Trust Company, National Association, as trustee and notes collateral agent</u> (Incorporated by reference to Exhibit 4.15 filed with Dauch Corporation's Registration Statement on Form S-3 dated May 1, 2026 (Registration Statement No. 333-295500))
<u>4.03</u>	<u>First Supplemental Indenture, dated as of March 31, 2026, among American Axle & Manufacturing, Inc., Dauch Corporation, certain subsidiary guarantors signatory thereto and U.S. Bank Trust Company, National Association, as trustee</u> (Incorporated by reference to Exhibit 4.16 filed with Dauch Corporation's Registration Statement on Form S-3 dated May 1, 2026 (Registration Statement No. 333-295500))
<u>10.01</u>	<u>The Dauch Corporation 2026 Inducement Omnibus Equity Incentive Plan</u> (Incorporated by reference to Exhibit 4.1 filed with the Dauch Corporation's Registration Statement on Form S-8 dated February 2, 2026 (Registration Statement No. 333-293139))
<u>*10.02</u>	<u>Form of Breakout Performance Award Agreement under the Amended and Restated Dauch Corporation 2018 Omnibus Incentive Plan</u>
<u>*10.03</u>	<u>Form of Breakout Performance Award Agreement under the Dauch Corporation 2026 Inducement Omnibus Incentive Plan</u>
<u>*22</u>	<u>Subsidiary Guarantors and Issuers of Guaranteed Securities</u>
<u>*31.1</u>	<u>Certification of David C. Dauch, Chairman of the Board & Chief Executive Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act</u>
<u>*31.2</u>	<u>Certification of Christopher J. May, Executive Vice President & Chief Financial Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act</u>
<u>*32</u>	<u>Certifications of David C. Dauch, Chairman of the Board & Chief Executive Officer and Christopher J. May, Executive Vice President & Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
**101.SCH	XBRL Taxonomy Extension Schema Document
**101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
**101.LAB	XBRL Taxonomy Extension Label Linkbase Document
**101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
**101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
** 104	Cover Page Interactive Data File (formatted in Inline XBRL contained in Exhibit 101)

* Filed herewith
 ** Submitted electronically with this Report.

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.

DAUCH CORPORATION
(Registrant)

/s/ James G. Zaliwski
James G. Zaliwski
Vice President & Chief Accounting Officer
May 8, 2026

Amended and Restated Dauch Corporation 2018 Omnibus Incentive Plan

Performance Share Award Agreement

You have been selected to receive a grant of Performance Shares under the Dauch Corporation Amended and Restated 2018 Omnibus Incentive Plan as stated below:

Participant: [●]

Grant Date: [●]

Number of Performance Shares (Target Award Opportunity): [●]

Performance Period: February 3, 2026, to March 31, 2029

Final Acceptance Date: [●]

THIS AWARD AGREEMENT (the "Agreement"), is made effective as of the Grant Date (shown above) between Dauch Corporation, formerly known as American Axle & Manufacturing Holdings, Inc., a Delaware corporation (the "Company"), and the Participant.

RECITALS:

- A. The Company has adopted the Dauch Corporation Amended and Restated 2018 Omnibus Incentive Plan (the "Plan"). The Plan is incorporated in and made a part of this Agreement. Capitalized terms not defined in this Agreement have the same meanings as in the Plan;
- B. The Compensation Committee of the Board of Directors (the "Committee") determined that it is in the best interests of the Company and its shareholders to grant an Award to the Participant under the terms of this Agreement and the Plan; and
- C. The Participant shall have no rights related to this Award unless he or she accepts this Award before the close of business on the Final Acceptance Date (shown above). A Participant who receives this Agreement in paper format shall indicate acceptance by signing and delivering a copy of this Agreement to the Company. A Participant who receives this Agreement electronically through the Merrill website shall indicate acceptance as instructed at www.benefits.ml.com. The Final Acceptance Date may be modified, in the sole discretion of the Company, upon written request of the Participant. The parties agree as follows:

1. Grant of the Award and Performance Period. The Company grants to the Participant, on the terms and conditions of this Agreement, a Performance Share award (the "Award") with a target opportunity as specified above (the "Target Award Opportunity"), with each Performance Share corresponding to one Share (subject to adjustment pursuant to the Plan) for the Performance Period specified above.

2. Performance Measure and Performance Goals.

- (a) For purposes of this Agreement:

"Payout Percentage" shall mean any of the percentages set forth in Table 1 below.

"Stock Price" shall mean, as of any trading day, the average closing price of the Company's Common Stock on the trading day and the prior 19 consecutive trading days. "Stock Price Hurdle" shall mean the achievement of a specified Stock Price for any consecutive 20 trading days as set forth in Table 1 below.

(b) The number of Performance Shares that shall be earned will be determined based upon achievement of any Stock Price Hurdle during the Performance Period, as set forth in in Table 1, below. Upon achievement of a Stock Price Hurdle at any time during the Performance Period, the corresponding Payout Percentage set forth in Table 1 below shall be deemed earned. For the avoidance of doubt, once a Stock Price Hurdle is achieved, the corresponding Payout Percentage is earned and may increase but not decrease, even if the Stock Price subsequently decreases during the Performance Period.

Table 1

Stock Price Hurdle	Payout Percentage
\$12.00	100%
\$13.00	120%
\$14.00	140%
\$15.00	160%
\$16.00	180%
\$17.00	200%
\$18.00	220%
\$19.00	240%
\$20.00	260%
\$21.00	280%
\$22.00	300%

Payout Percentages shall only be earned upon achievement of a Stock Price Hurdle and there shall be no interpolation for Stock Prices achieved between Stock Price Hurdles.

4. Vesting. Except as otherwise provided in this Agreement, the number of Performance Shares equal to (x) the Target Award Opportunity *multiplied by* (y) the highest earned Payout Percentage achieved during the Performance Period (the “Earned Performance Shares”) shall vest in accordance with the following schedule: (i) 50% of such Performance Shares shall vest at the end of the Performance Period and (ii) 50% of such Performance Shares shall vest upon the one-year anniversary of the final date of the Performance Period (each such date, a “Vesting Date”).

5. Form and Timing of Award. Subject to the approval of the Committee, payment of the Participant’s earned Award, if any, shall be made in the following manner:

(a) **Form and Timing.** The Performance Shares earned by the Participant pursuant to Section 4 shall be settled in Shares (with each Performance Share entitling the Participant to one Share); provided, however, that the Committee may, in its sole discretion, elect to pay cash or part cash and part Shares in lieu of delivering only Shares in respect of the Performance Shares if it determines that it is not advisable or there is not sufficient Share capacity under the Plan at the time of settlement. If a cash payment is made in lieu of delivering Shares, the amount of such payment shall be equal to the Fair Market Value of the Shares as of the Payment Date, less an amount equal to any required tax withholdings. The Participant shall receive payment of his or her earned Performance Shares no later than the fifteenth (15th) day of the third month following the Vesting Date (the “Payment Date”) provided that the Participant has been continuously employed by the Company through the Payment Date.

(b) **Impact of Termination of Employment.**

(i) **Death or Disability.** If the Participant's employment is terminated during the Performance Period due to death or by the Company for Disability, then any Earned Performance Shares as of such date, shall immediately vest in full upon the date of Participant's termination. Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of termination of the Participant's employment.

(ii) **Retirement, Voluntary Resignation, Termination for Cause.** If the Participant's employment is terminated during the Performance Period due to Retirement or voluntary resignation by the Participant, all unvested Performance Shares will be forfeited. If the Company terminates the Participant for Cause, all vested and unvested Performance Shares will be forfeited.

(iii) **Termination by the Company other than for Cause.** If the Participant's employment is terminated during the Performance Period by the Company for any reason other than for Cause (or for the avoidance of doubt, Disability), then a *pro rata* number of any Earned Performance Shares as of such date shall immediately vest. The pro rata Award shall equal the product of (x) and (y) where (x) is the Earned Performance Shares and (y) is a fraction, the numerator of which is the number of calendar months that the Participant was employed by the Company during the Performance Period (with any partial month counting as a full month for this purpose) and the denominator of which is the number of months in the Performance Period. Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of termination of the Participant's employment. If the Participant's employment is terminated on the last day of the Performance Period by the Company for another reason other than for Cause, or for such reasons after the Performance Period but before the Payment Date, the pro-rata formulation above shall not apply and the Award shall be calculated and paid (in accordance with Section 5(a)) based on actual performance during the Performance Period.

(c) **Impact of a Change in Control.** Subject to Section 23.1 of the Plan, if a Participant [(x) has in effect an employment, retention, Change in Control, severance or similar agreement with the Company or any Subsidiary or (y) is subject to a policy or plan of the Company or any Subsidiary that, in the case of either (x) or (y), discusses the effect of a Change in Control on a Participant's Awards, then such agreement, plan or policy shall control.] In all other cases, unless provided otherwise by the Committee prior to the date of the Change in Control, in the event of a Change in Control:

(i) In the event of a Change in Control prior to the end of the Performance Period, then any Earned Performance Shares shall be calculated based upon the greater of (1) the highest Stock Price achieved prior to the Change in Control or (2) the CIC Price (as defined below), and all such Earned Performance Shares shall be converted to time-based Restricted Stock Units.

(ii) If a Successor so agrees, some or all outstanding Restricted Stock Units pursuant to this Section 5(c) shall be assumed or replaced with the same type of award with similar terms and conditions, by a Successor in the Change in Control transaction. If applicable, each Award that is assumed by a Successor shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities that would have been issuable to a Participant upon the consummation of such Change in Control had the Award been

earned immediately prior to such Change in Control, and other appropriate adjustments in the terms and conditions of the Award shall be made. Upon the termination of a Participant's employment with a Successor in connection with or within twenty-four (24) months following the Change in Control for any reason other than an involuntary termination by a Successor for cause or a voluntary termination by the Participant without good reason (as cause and good reason (or analogous terms) are defined by an applicable employment agreement or a change in control plan or policy (including, without limitation, the AAM Change in Control Plan) or, if not applicable, the policies generally applicable to employees of a Successor), all of the Participant's Awards that are in effect as of the date of such termination shall vest in full as provided in Section 5(c)(i) effective on the date of termination.

(iii) To the extent a Successor in the Change in Control transaction does not assume the Awards or issue replacement awards as provided in Section 5(c)(ii), then, unless provided otherwise by the Committee, immediately prior to the date of the Change in Control all Awards that are then held by Participants shall be cancelled in exchange for the right to receive a cash payment equal to:

(A) the product of (x) and (y) where (x) is the number of Earned Performance Shares as provided in Section 5(c)(i) and (y) is a fraction, the numerator of which is the number of calendar months that the Participant was employed by the Company during the Performance Period (with any partial month counting as a full month for this purpose) and the denominator of which is the number of months in the Performance Period *multiplied by* the per share Change in Control price.

The Committee shall determine the per share Change in Control price paid or deemed paid in the Change in Control transaction (the "CIC Price"). Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of the occurrence of a Change in Control.

(d) **Forfeiture.** Except as otherwise expressly stated in Sections 5(b) and 5(c), if the Participant's employment with the Company terminates for any reason prior to the Payment Date, then the Participant shall not be entitled to the payment of any Award hereunder.

(e) **Transition.** If any Participant ceases to be an employee of the Company, but otherwise remains on the Board, such Board service will be treated as continued employment by the Company for the purposes of this Award.

(f) **Definitions.**

(i) **"Change in Control:"** For purposes of this Agreement, "Change in Control" means any one of the following:

(A) Any person or entity, including a "group" as defined in Section 13(d)(3) of the Exchange Act other than the Company or a wholly owned Subsidiary thereof or any employee benefit plan of the Company or any of its Subsidiaries, becomes the beneficial owner of the Company's securities having 30% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of Directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business); or

(B) As the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the Directors of the Company or such other corporation or entity after such transaction are held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of Directors of the Company immediately prior to such transaction; or

(C) During any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each Director of the Company first elected during such period was approved by a vote of at least two-thirds of the Directors of the Company then still in office who were Directors of the Company at the beginning of any such period; or

(D) The stockholders of the Company approve a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets, other than a liquidation of the Company into a wholly owned subsidiary.

Notwithstanding the foregoing, to the extent that any Award constitutes a deferral of compensation subject to Section 409A (as defined in Section 18 below), and if that Award provides for a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described in subsections (A), (B), (C) and (D) above, unless such event shall constitute a "change in ownership" or "change in effective control" of, or a change in the ownership of a substantial portion of the assets of the Company under Section 409A.

(ii) **"Disability:"** For purposes of this Agreement, "Disability" means either of the following: (a) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (b) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering Employees.

(iii) **"Cause:"** For purposes of this Agreement, "Cause" means (a) neglect of or willful and continuing refusal of the Participant to perform his or her duties with the Company (other than due to Disability), (b) a breach of any non-competition or "no raid" covenants to which the Participant is subject, (c) engaging in conduct which is demonstrably injurious to the Company, the Company's subsidiaries or affiliates (including, without limitation, a breach of any confidentiality covenant to which the Participant is subject), or (d) a conviction or plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude, dishonesty or theft, in each case as determined in the sole discretion of the Company. If an employment agreement between the Company and the Participant is in effect or a change in control plan or policy is in effect in which the Participant participates or to which such Participant is subject (including, without limitation, the AAM Change in Control Plan), "Cause" has the meaning, if any, defined therein.

(iv) **“Retirement:”** For purposes of this Agreement, “Retirement” means the Participant’s voluntary resignation at any time (i) after attaining age 65, (ii) after attaining age 55 but prior to age 65 with ten or more years of continuous service with the Company or a Subsidiary or (iii) after attaining age 60 but prior to age 65 with five or more years of continuous service with the Company or a Subsidiary.

6. Share Delivery. Delivery of any Shares in settlement of the Award shall be by book-entry credit to an account in the Participant’s name established by the Company with its transfer agent.

7. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any merger, consolidation, separation, or otherwise, the number of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee, in its sole discretion, to prevent dilution or enlargement of rights.

8. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered by the Participant in writing to the Corporate Human Resources Department of the Company during the Participant’s lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant’s death shall be paid to the Participant’s estate.

9. Shareholder Rights. Prior to the Payment Date, the Participant shall not have any rights as a shareholder of the Company in connection with this Award, unless and until the Shares are distributed to Participant. For the avoidance of doubt, if cash is delivered in lieu of Shares, the Participant shall have no rights as a shareholder with respect to the portion of the Award that was settled in cash. Following delivery of the Shares upon the Payment Date, the Participant shall have all rights as a shareholder with respect to such Shares.

10. Dividend Equivalents. The Participant shall not be entitled to any Dividend Equivalents with respect to the Performance Shares to reflect any dividends payable on Common Stock.

11. No Right to Continued Employment or Further Awards.

(a) Neither the Plan nor this Agreement shall be construed as (i) giving the Participant any right to continue in the employ of the Company and its Subsidiaries or (iii) giving the Participant any right to be reemployed by the Company and its Subsidiaries following any termination of employment. The termination of employment provisions in this Agreement only apply to the treatment of the Award as specified herein and shall not otherwise affect the Participant’s employment relationship. Nothing contained in this Agreement shall be deemed to constitute or create a contract of employment.

(b) The Company has granted the Award to the Participant in its sole discretion. The Award does not form part of the Participant’s employment contract, if any. Neither this Agreement nor the Plan confers on the Participant any right or entitlement to receive another Award, or any other similar award at any time in the future or in respect of any future period. The Award does not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future fiscal year, and does not diminish in any way the Company’s discretion to determine the amount, if any, of the Participant’s compensation.

12. Transferability.

(a) The Award shall not be transferable other than by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction or to a Permitted Transferee for no consideration pursuant to the Plan. Any Award transferred to a Permitted Transferee shall be further transferable only by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction, or, for no consideration, to another Permitted Transferee of the Participant. The Shares delivered to the Participant on the Payment Date shall not be subject to transfer restrictions and shall be fully paid, non-assessable and registered in the Participant's name.

(b) Except as set forth in the Plan, a Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant, or in the event of the Participant's legal incapacity, the Participant's legal guardian or representative.

13. Withholding.

(a) Except as provided in the following sentence, the Company or subsidiary (as applicable) shall have the power and right to deduct, withhold or collect such amounts from the Participant to satisfy any tax, social security contribution, payroll tax or other amount required by law or regulation to be withheld with respect to any taxable event arising in relation to the Performance Shares including by deducting from amounts due to the Participant at any time or by deducting a portion of the Shares having a Fair Market Value (measured as of the Payment Date) sufficient to cover the amount of any applicable federal, state, local and foreign tax withholding obligation from the total Shares earned from the Award. The Participant may elect to satisfy such withholding obligation with respect to the Performance Shares by remitting in advance of the Payment Date an amount sufficient to satisfy such tax withholding obligations. The amount to be withheld may relate to amounts due in more than one jurisdiction and in all cases shall be as determined by the Company or subsidiary in its discretion.

(b) Regardless of any action by the Company with respect to any or all tax withholding (including social insurance contribution obligations, if any), the Participant acknowledges responsibility for payment of all such taxes and for filing any relevant documentation (including, without limitation, tax returns or reporting statements) that may be required in relation to the Award (including, without limitation, any such documentation related to the holding of shares or any bank or brokerage account, the subsequent sale of shares or the receipt of any dividends). The Company makes no representations regarding the treatment of any tax withholding in connection with the Award. The Company makes no commitment to structure the terms of the Award to reduce or eliminate the Participant's liability for such tax.

14. Securities Laws. This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal and state securities law in exercising Participant's rights under this Agreement. The Committee may impose such restrictions on any Shares acquired by a Participant pursuant to the Award as it may deem necessary or advisable, under applicable federal securities laws, the requirements of any stock exchange or market upon which such Shares are then listed or traded or any blue sky or state securities laws applicable to such Shares. In addition, the Shares shall be subject to any trading restrictions, stock holding requirements or other policies in effect from time to time as determined by the Committee. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue

or transfer any Shares pursuant to this Award if to do so violates or is not in compliance with any laws, rules or regulations of the United States or any other state or country having applicable jurisdiction.

15. Notices. Notice under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive offices of the Company and to the Participant at the address appearing in the records of the Company for the Participant, or to either party at another address that the party designates in writing to the other. Notice shall be effective upon receipt.

16. Governing Law. The interpretation, performance and enforcement of the Award and this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

17. Award Subject to Plan.

(a) The Award is granted subject to the Plan and to such rules and regulations the Committee may adopt for administration of the Plan. The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to administer the Plan and this Agreement, all of which shall be binding upon the Participant.

(b) To the extent of any inconsistencies between the Plan and this Agreement, the Plan shall govern. This Agreement and the Plan constitute the entire agreement between the parties regarding the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written, express or implied) that relate to the subject matter hereof.

(c) The Committee may terminate, amend, or modify or suspend the Plan and amend or modify this Agreement; provided, however, that no termination, amendment, modification or suspension shall materially and adversely affect the Participant's rights under this Agreement, without the Participant's written consent.

18. Section 409A.

(a) The Award is not intended to provide for a "deferral of compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code and the final rules promulgated thereunder ("Section 409A") and shall be interpreted and construed in a manner consistent with that intent. If any provision of this Agreement or the Plan causes the Award to be subject to the requirements of Section 409A, or could otherwise cause the Participant to recognize income or be subject to the interest and penalties under Section 409A, then the provision shall have no effect or, to the extent practicable, the Committee may, in its sole discretion and without the Participant's consent, modify the provision to (i) comply with, or avoid being subject to Section 409A, or to avoid the incurrence of any taxes, interest and penalties under Section 409A, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A. This Section 20 does not create an obligation of the Company to modify the Plan or this Agreement and does not guarantee that the Award will not be subject to taxes, interest and penalties under Section 409A.

(b) If a Participant is a "specified employee" as defined under Section 409A and the Participant's Award is to be settled on account of the Participant's separation from service (for reasons other than death) and such Award constitutes "deferred compensation" as defined under Section 409A,

then any portion of the Participant's Award that would otherwise be settled during the six-month period commencing on the Participant's separation from service shall be settled as soon as practicable following the conclusion of the six-month period (or following the Participant's death if it occurs during such six-month period).

19. Recoupment. The Participant's earned Award shall be subject to any clawback, recoupment or similar policy as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

20. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. By accepting this Award, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company, including Merrill.

21. Personal Data Privacy. The Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data by and among, as applicable, the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title and number of Performance Shares for the purpose of implementing, administering and managing the Participant's Award (the "Data"). The Participant understands that the Data may be transferred to the Company or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere, and that any recipient's country may have different data privacy laws and protections than the Participant's country. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company or to any third parties is necessary for the Participant's participation in the Plan. The Participant may view the Data, request information about the storage and processing of Data, request any corrections to Data, or withdraw the consents herein (in any case, without cost to the Participant) by contacting Corporate Human Resources in writing. The withdrawal of any consent by the Participant may affect the Participant's participation in the Plan. The Participant may contact Corporate Human Resources for further information about the consequences of any withdrawal of consents herein.

22. Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Agreement.

23. Successor. All obligations of the Company under the Plan and this Agreement, with respect to the Award, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

24. Signature in Counterparts. If delivered in paper format, this Agreement may be signed in counterparts. Each counterpart shall be an original, with the same effect as if the signatures were on the same instrument.

25. Enforceability. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

26. Language. If the Participant has been provided with a copy of this Agreement, the Plan or any other document relating to this Award in a language other than English, the English language shall govern in the event of any inconsistency.

27. Waiver. No failure or delay by the Company to enforce any provision of this Agreement or exercise any right or remedy provided by law shall constitute a waiver of that or any other provision, right or remedy, nor shall it prevent or restrict the further exercise of that or any other provision, right or remedy. No single or partial exercise of such provision, right or remedy shall prevent or restrict the further exercise of that or any other provision, right or remedy.

38. Foreign Exchange Restrictions. The Participant understands and agrees that neither the Company or its subsidiaries are responsible or liable for (i) any foreign exchange fluctuations between the Participant's local currency (if applicable) and the United States Dollar (or the selection by the Company or a subsidiary of any applicable foreign exchange rate it may determine in its discretion to be appropriate) that may affect the value of this Award or the calculated income, taxes or other amounts thereunder or any related taxes or other amounts or (ii) any decrease in the value of Shares.

DAUCH CORPORATION

By: _____

Agreed and acknowledged as of the date of grant:

Name

Dauch Corporation 2026 Inducement Omnibus Incentive Plan
Performance Share Award Agreement

You have been selected to receive a grant of Performance Shares under the Dauch Corporation 2026 Inducement Omnibus Incentive Plan as stated below:

Participant: [●]
Grant Date: [●]
Number of Performance Shares (Target Award Opportunity): [●]
Performance Period: February 3, 2026, to March 31, 2029
Final Acceptance Date: [●]

THIS AWARD AGREEMENT (the "Agreement"), is made effective as of the Grant Date (shown above) between Dauch Corporation, formerly known as American Axle & Manufacturing Holdings, Inc., a Delaware corporation (the "Company"), and the Participant.

RECITALS:

- A. The Company has adopted the Dauch Corporation 2026 Inducement Omnibus Incentive Plan (the "Plan"). The Plan is incorporated in and made a part of this Agreement. Capitalized terms not defined in this Agreement have the same meanings as in the Plan;
- B. The Compensation Committee of the Board of Directors (the "Committee") determined that it is in the best interests of the Company and its shareholders to grant an Award to the Participant under the terms of this Agreement and the Plan; and
- C. The Participant shall have no rights related to this Award unless he or she accepts this Award before the close of business on the Final Acceptance Date (shown above). A Participant who receives this Agreement in paper format shall indicate acceptance by signing and delivering a copy of this Agreement to the Company. A Participant who receives this Agreement electronically through the Merrill website shall indicate acceptance as instructed at www.benefits.ml.com. The Final Acceptance Date may be modified, in the sole discretion of the Company, upon written request of the Participant. The parties agree as follows:

1. Grant of the Award and Performance Period. The Company grants to the Participant, on the terms and conditions of this Agreement, a Performance Share award (the "Award") with a target opportunity as specified above (the "Target Award Opportunity"), with each Performance Share corresponding to one Share (subject to adjustment pursuant to the Plan) for the Performance Period specified above.

2. Performance Measure and Performance Goals.

- (a) For purposes of this Agreement:

"Payout Percentage" shall mean any of the percentages set forth in Table 1 below.

"Stock Price" shall mean, as of any trading day, the average closing price of the Company's Common Stock on the trading day and the prior 19 consecutive trading days. "Stock Price Hurdle" shall mean the achievement of a specified Stock Price for any consecutive 20 trading days as set forth in Table 1 below.

(b) The number of Performance Shares that shall be earned will be determined based upon achievement of any Stock Price Hurdle during the Performance Period, as set forth in in Table 1, below. Upon achievement of a Stock Price Hurdle at any time during the Performance Period, the corresponding Payout Percentage set forth in Table 1 below shall be deemed earned. For the avoidance of doubt, once a Stock Price Hurdle is achieved, the corresponding Payout Percentage is earned and may increase but not decrease, even if the Stock Price subsequently decreases during the Performance Period.

Table 1

Stock Price Hurdle	Payout Percentage
\$12.00	100%
\$13.00	120%
\$14.00	140%
\$15.00	160%
\$16.00	180%
\$17.00	200%
\$18.00	220%
\$19.00	240%
\$20.00	260%
\$21.00	280%
\$22.00	300%

Payout Percentages shall only be earned upon achievement of a Stock Price Hurdle and there shall be no interpolation for Stock Prices achieved between Stock Price Hurdles.

4. Vesting. Except as otherwise provided in this Agreement, the number of Performance Shares equal to (x) the Target Award Opportunity *multiplied by* (y) the highest earned Payout Percentage achieved during the Performance Period (the “Earned Performance Shares”) shall vest in accordance with the following schedule: (i) 50% of such Performance Shares shall vest at the end of the Performance Period and (ii) 50% of such Performance Shares shall vest upon the one-year anniversary of the final date of the Performance Period (each such date, a “Vesting Date”).

5. Form and Timing of Award. Subject to the approval of the Committee, payment of the Participant’s earned Award, if any, shall be made in the following manner:

(a) **Form and Timing.** The Performance Shares earned by the Participant pursuant to Section 4 shall be settled in Shares (with each Performance Share entitling the Participant to one Share); provided, however, that the Committee may, in its sole discretion, elect to pay cash or part cash and part Shares in lieu of delivering only Shares in respect of the Performance Shares if it determines that it is not advisable or there is not sufficient Share capacity under the Plan at the time of settlement. If a cash payment is made in lieu of delivering Shares, the amount of such payment shall be equal to the Fair Market Value of the Shares as of the Payment Date, less an amount equal to any required tax withholdings. The Participant shall receive payment of his or her earned Performance Shares no later than the fifteenth (15th) day of the third month following the Vesting Date (the “Payment Date”) provided that the Participant has been continuously employed by the Company through the Payment Date.

(b) **Impact of Termination of Employment.**

(i) **Death or Disability.** If the Participant's employment is terminated during the Performance Period due to death or by the Company for Disability, then any Earned Performance Shares as of such date, shall immediately vest in full upon the date of Participant's termination. Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of termination of the Participant's employment.

(ii) **Retirement, Voluntary Resignation, Termination for Cause.** If the Participant's employment is terminated during the Performance Period due to Retirement or voluntary resignation by the Participant, all unvested Performance Shares will be forfeited. If the Company terminates the Participant for Cause, all vested and unvested Performance Shares will be forfeited.

(iii) **Termination by the Company other than for Cause.** If the Participant's employment is terminated during the Performance Period by the Company for any reason other than for Cause (or for the avoidance of doubt, Disability), then a *pro rata* number of any Earned Performance Shares as of such date shall immediately vest. The pro rata Award shall equal the product of (x) and (y) where (x) is the Earned Performance Shares and (y) is a fraction, the numerator of which is the number of calendar months that the Participant was employed by the Company during the Performance Period (with any partial month counting as a full month for this purpose) and the denominator of which is the number of months in the Performance Period. Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of termination of the Participant's employment. If the Participant's employment is terminated on the last day of the Performance Period by the Company for another reason other than for Cause, or for such reasons after the Performance Period but before the Payment Date, the pro-rata formulation above shall not apply and the Award shall be calculated and paid (in accordance with Section 5(a)) based on actual performance during the Performance Period.

(c) **Impact of a Change in Control.** Subject to Section 23.1 of the Plan, if a Participant [(x) has in effect an employment, retention, Change in Control, severance or similar agreement with the Company or any Subsidiary or (y) is subject to a policy or plan of the Company or any Subsidiary that, in the case of either (x) or (y), discusses the effect of a Change in Control on a Participant's Awards, then such agreement, plan or policy shall control.] In all other cases, unless provided otherwise by the Committee prior to the date of the Change in Control, in the event of a Change in Control:

(i) In the event of a Change in Control prior to the end of the Performance Period, then any Earned Performance Shares shall be calculated based upon the greater of (1) the highest Stock Price achieved prior to the Change in Control or (2) the CIC Price (as defined below), and all such Earned Performance Shares shall be converted to time-based Restricted Stock Units.

(ii) If a Successor so agrees, some or all outstanding Restricted Stock Units pursuant to this Section 5(c) shall be assumed or replaced with the same type of award with similar terms and conditions, by a Successor in the Change in Control transaction. If applicable, each Award that is assumed by a Successor shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities that would have been issuable to a Participant upon the consummation of such Change in Control had the Award been

earned immediately prior to such Change in Control, and other appropriate adjustments in the terms and conditions of the Award shall be made. Upon the termination of a Participant's employment with a Successor in connection with or within twenty-four (24) months following the Change in Control for any reason other than an involuntary termination by a Successor for cause or a voluntary termination by the Participant without good reason (as cause and good reason (or analogous terms) are defined by an applicable employment agreement or a change in control plan or policy (including, without limitation, the AAM Change in Control Plan) or, if not applicable, the policies generally applicable to employees of a Successor), all of the Participant's Awards that are in effect as of the date of such termination shall vest in full as provided in Section 5(c)(i) effective on the date of termination.

(iii) To the extent a Successor in the Change in Control transaction does not assume the Awards or issue replacement awards as provided in Section 5(c)(ii), then, unless provided otherwise by the Committee, immediately prior to the date of the Change in Control all Awards that are then held by Participants shall be cancelled in exchange for the right to receive a cash payment equal to:

(A) the product of (x) and (y) where (x) is the number of Earned Performance Shares as provided in Section 5(c)(i) and (y) is a fraction, the numerator of which is the number of calendar months that the Participant was employed by the Company during the Performance Period (with any partial month counting as a full month for this purpose) and the denominator of which is the number of months in the Performance Period *multiplied by* the per share Change in Control price.

The Committee shall determine the per share Change in Control price paid or deemed paid in the Change in Control transaction (the "CIC Price"). Any payments shall be made as soon as is practical following such payment determination but no later than the fifteenth (15th) day of the third month following the end of the quarterly reporting period that includes the date of the occurrence of a Change in Control.

(d) **Forfeiture.** Except as otherwise expressly stated in Sections 5(b) and 5(c), if the Participant's employment with the Company terminates for any reason prior to the Payment Date, then the Participant shall not be entitled to the payment of any Award hereunder.

(e) **Transition.** If any Participant ceases to be an employee of the Company, but otherwise remains on the Board, such Board service will be treated as continued employment by the Company for the purposes of this Award.

(f) **Definitions.**

(i) **"Change in Control:"** For purposes of this Agreement, "Change in Control" means any one of the following:

(A) Any person or entity, including a "group" as defined in Section 13(d)(3) of the Exchange Act other than the Company or a wholly owned Subsidiary thereof or any employee benefit plan of the Company or any of its Subsidiaries, becomes the beneficial owner of the Company's securities having 30% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of Directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business); or

(B) As the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the Directors of the Company or such other corporation or entity after such transaction are held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of Directors of the Company immediately prior to such transaction; or

(C) During any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each Director of the Company first elected during such period was approved by a vote of at least two-thirds of the Directors of the Company then still in office who were Directors of the Company at the beginning of any such period; or

(D) The stockholders of the Company approve a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets, other than a liquidation of the Company into a wholly owned subsidiary.

Notwithstanding the foregoing, to the extent that any Award constitutes a deferral of compensation subject to Section 409A (as defined in Section 18 below), and if that Award provides for a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described in subsections (A), (B), (C) and (D) above, unless such event shall constitute a "change in ownership" or "change in effective control" of, or a change in the ownership of a substantial portion of the assets of the Company under Section 409A.

(ii) "**Disability:**" For purposes of this Agreement, "Disability" means either of the following: (a) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (b) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering Employees.

(iii) "**Cause:**" For purposes of this Agreement, "Cause" means (a) neglect of or willful and continuing refusal of the Participant to perform his or her duties with the Company (other than due to Disability), (b) a breach of any non-competition or "no raid" covenants to which the Participant is subject, (c) engaging in conduct which is demonstrably injurious to the Company, the Company's subsidiaries or affiliates (including, without limitation, a breach of any confidentiality covenant to which the Participant is subject), or (d) a conviction or plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude, dishonesty or theft, in each case as determined in the sole discretion of the Company. If an employment agreement between the Company and the Participant is in effect or a change in control plan or policy is in effect in which the Participant participates or to which such Participant is subject (including, without limitation, the AAM Change in Control Plan), "Cause" has the meaning, if any, defined therein.

(iv) **“Retirement:”** For purposes of this Agreement, “Retirement” means the Participant’s voluntary resignation at any time (i) after attaining age 65, (ii) after attaining age 55 but prior to age 65 with ten or more years of continuous service with the Company or a Subsidiary or (iii) after attaining age 60 but prior to age 65 with five or more years of continuous service with the Company or a Subsidiary.

6. Share Delivery. Delivery of any Shares in settlement of the Award shall be by book-entry credit to an account in the Participant’s name established by the Company with its transfer agent.

7. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any merger, consolidation, separation, or otherwise, the number of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee, in its sole discretion, to prevent dilution or enlargement of rights.

8. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered by the Participant in writing to the Corporate Human Resources Department of the Company during the Participant’s lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant’s death shall be paid to the Participant’s estate.

9. Shareholder Rights. Prior to the Payment Date, the Participant shall not have any rights as a shareholder of the Company in connection with this Award, unless and until the Shares are distributed to Participant. For the avoidance of doubt, if cash is delivered in lieu of Shares, the Participant shall have no rights as a shareholder with respect to the portion of the Award that was settled in cash. Following delivery of the Shares upon the Payment Date, the Participant shall have all rights as a shareholder with respect to such Shares.

10. Dividend Equivalents. The Participant shall not be entitled to any Dividend Equivalents with respect to the Performance Shares to reflect any dividends payable on Common Stock.

11. No Right to Continued Employment or Further Awards.

(a) Neither the Plan nor this Agreement shall be construed as (i) giving the Participant any right to continue in the employ of the Company and its Subsidiaries or (iii) giving the Participant any right to be reemployed by the Company and its Subsidiaries following any termination of employment. The termination of employment provisions in this Agreement only apply to the treatment of the Award as specified herein and shall not otherwise affect the Participant’s employment relationship. Nothing contained in this Agreement shall be deemed to constitute or create a contract of employment.

(b) The Company has granted the Award to the Participant in its sole discretion. The Award does not form part of the Participant’s employment contract, if any. Neither this Agreement nor the Plan confers on the Participant any right or entitlement to receive another Award, or any other similar award at any time in the future or in respect of any future period. The Award does not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future fiscal year, and does not diminish in any way the Company’s discretion to determine the amount, if any, of the Participant’s compensation.

12. Transferability.

(a) The Award shall not be transferable other than by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction or to a Permitted Transferee for no consideration pursuant to the Plan. Any Award transferred to a Permitted Transferee shall be further transferable only by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction, or, for no consideration, to another Permitted Transferee of the Participant. The Shares delivered to the Participant on the Payment Date shall not be subject to transfer restrictions and shall be fully paid, non-assessable and registered in the Participant's name.

(b) Except as set forth in the Plan, a Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant, or in the event of the Participant's legal incapacity, the Participant's legal guardian or representative.

13. Withholding.

(a) Except as provided in the following sentence, the Company or subsidiary (as applicable) shall have the power and right to deduct, withhold or collect such amounts from the Participant to satisfy any tax, social security contribution, payroll tax or other amount required by law or regulation to be withheld with respect to any taxable event arising in relation to the Performance Shares including by deducting from amounts due to the Participant at any time or by deducting a portion of the Shares having a Fair Market Value (measured as of the Payment Date) sufficient to cover the amount of any applicable federal, state, local and foreign tax withholding obligation from the total Shares earned from the Award. The Participant may elect to satisfy such withholding obligation with respect to the Performance Shares by remitting in advance of the Payment Date an amount sufficient to satisfy such tax withholding obligations. The amount to be withheld may relate to amounts due in more than one jurisdiction and in all cases shall be as determined by the Company or subsidiary in its discretion.

(b) Regardless of any action by the Company with respect to any or all tax withholding (including social insurance contribution obligations, if any), the Participant acknowledges responsibility for payment of all such taxes and for filing any relevant documentation (including, without limitation, tax returns or reporting statements) that may be required in relation to the Award (including, without limitation, any such documentation related to the holding of shares or any bank or brokerage account, the subsequent sale of shares or the receipt of any dividends). The Company makes no representations regarding the treatment of any tax withholding in connection with the Award. The Company makes no commitment to structure the terms of the Award to reduce or eliminate the Participant's liability for such tax.

14. Securities Laws. This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal and state securities law in exercising Participant's rights under this Agreement. The Committee may impose such restrictions on any Shares acquired by a Participant pursuant to the Award as it may deem necessary or advisable, under applicable federal securities laws, the requirements of any stock exchange or market upon which such Shares are then listed or traded or any blue sky or state securities laws applicable to such Shares. In addition, the Shares shall be subject to any trading restrictions, stock holding requirements or other policies in effect from time to time as determined by the Committee. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue

or transfer any Shares pursuant to this Award if to do so violates or is not in compliance with any laws, rules or regulations of the United States or any other state or country having applicable jurisdiction.

15. Notices. Notice under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive offices of the Company and to the Participant at the address appearing in the records of the Company for the Participant, or to either party at another address that the party designates in writing to the other. Notice shall be effective upon receipt.

16. Governing Law. The interpretation, performance and enforcement of the Award and this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

17. Award Subject to Plan.

(a) The Award is granted subject to the Plan and to such rules and regulations the Committee may adopt for administration of the Plan. The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to administer the Plan and this Agreement, all of which shall be binding upon the Participant.

(b) To the extent of any inconsistencies between the Plan and this Agreement, the Plan shall govern. This Agreement and the Plan constitute the entire agreement between the parties regarding the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written, express or implied) that relate to the subject matter hereof.

(c) The Committee may terminate, amend, or modify or suspend the Plan and amend or modify this Agreement; provided, however, that no termination, amendment, modification or suspension shall materially and adversely affect the Participant's rights under this Agreement, without the Participant's written consent.

18. Section 409A.

(a) The Award is not intended to provide for a "deferral of compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code and the final rules promulgated thereunder ("Section 409A") and shall be interpreted and construed in a manner consistent with that intent. If any provision of this Agreement or the Plan causes the Award to be subject to the requirements of Section 409A, or could otherwise cause the Participant to recognize income or be subject to the interest and penalties under Section 409A, then the provision shall have no effect or, to the extent practicable, the Committee may, in its sole discretion and without the Participant's consent, modify the provision to (i) comply with, or avoid being subject to Section 409A, or to avoid the incurrence of any taxes, interest and penalties under Section 409A, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A. This Section 20 does not create an obligation of the Company to modify the Plan or this Agreement and does not guarantee that the Award will not be subject to taxes, interest and penalties under Section 409A.

(b) If a Participant is a "specified employee" as defined under Section 409A and the Participant's Award is to be settled on account of the Participant's separation from service (for reasons other than death) and such Award constitutes "deferred compensation" as defined under Section 409A,

then any portion of the Participant's Award that would otherwise be settled during the six-month period commencing on the Participant's separation from service shall be settled as soon as practicable following the conclusion of the six-month period (or following the Participant's death if it occurs during such six-month period).

19. Recoupment. The Participant's earned Award shall be subject to any clawback, recoupment or similar policy as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

20. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. By accepting this Award, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company, including Merrill.

21. Personal Data Privacy. The Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data by and among, as applicable, the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title and number of Performance Shares for the purpose of implementing, administering and managing the Participant's Award (the "Data"). The Participant understands that the Data may be transferred to the Company or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere, and that any recipient's country may have different data privacy laws and protections than the Participant's country. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company or to any third parties is necessary for the Participant's participation in the Plan. The Participant may view the Data, request information about the storage and processing of Data, request any corrections to Data, or withdraw the consents herein (in any case, without cost to the Participant) by contacting Corporate Human Resources in writing. The withdrawal of any consent by the Participant may affect the Participant's participation in the Plan. The Participant may contact Corporate Human Resources for further information about the consequences of any withdrawal of consents herein.

22. Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Agreement.

23. Successor. All obligations of the Company under the Plan and this Agreement, with respect to the Award, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

24. Signature in Counterparts. If delivered in paper format, this Agreement may be signed in counterparts. Each counterpart shall be an original, with the same effect as if the signatures were on the same instrument.

25. **Enforceability.** To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

26. **Language.** If the Participant has been provided with a copy of this Agreement, the Plan or any other document relating to this Award in a language other than English, the English language shall govern in the event of any inconsistency.

27. **Waiver.** No failure or delay by the Company to enforce any provision of this Agreement or exercise any right or remedy provided by law shall constitute a waiver of that or any other provision, right or remedy, nor shall it prevent or restrict the further exercise of that or any other provision, right or remedy. No single or partial exercise of such provision, right or remedy shall prevent or restrict the further exercise of that or any other provision, right or remedy.

38. **Foreign Exchange Restrictions.** The Participant understands and agrees that neither the Company or its subsidiaries are responsible or liable for (i) any foreign exchange fluctuations between the Participant's local currency (if applicable) and the United States Dollar (or the selection by the Company or a subsidiary of any applicable foreign exchange rate it may determine in its discretion to be appropriate) that may affect the value of this Award or the calculated income, taxes or other amounts thereunder or any related taxes or other amounts or (ii) any decrease in the value of Shares.

DAUCH CORPORATION

By: _____

Agreed and acknowledged as of the date of grant:

Name

**EXHIBIT 22 - SUBSIDIARY GUARANTORS AND ISSUERS OF GUARANTEED SECURITIES
DAUCH CORPORATION**

Our 6.875% Notes and 5.00% Notes are senior unsecured obligations of American Axle & Manufacturing, Inc. (AAM, Inc.), all of which are fully and unconditionally guaranteed, on a joint and several basis, by Dauch Corporation and substantially all of its domestic subsidiaries (other than AAM, Inc.). The table below defines these entities.

Entity	Organized Under Laws of
Parent Entity	
Dauch Corporation	Delaware
Issuing Entity	
American Axle & Manufacturing, Inc.	Delaware
Guarantor Entities	
AAM International Holdings, Inc.	Delaware
Auburn Hills Manufacturing, Inc.	Delaware
Oxford Forge, Inc.	Delaware
MSP Industries Corporation	Michigan
Colfor Manufacturing, Inc.	Delaware
AccuGear, Inc.	Delaware
Metaldyne Performance Group, Inc.	Delaware
Metaldyne M&A Bluffton, LLC	Delaware
Metaldyne Powertrain Components, Inc.	Delaware
Metaldyne Sintered Ridgway, LLC	Delaware
Metaldyne SinterForged Products, LLC	Delaware
Punchcraft Machining and Tooling, LLC	Delaware
HHI FormTech, LLC	Delaware
Jernberg Industries, LLC	Delaware
Impact Forge Group, LLC	Delaware
ASP HHI Holdings, Inc.	Delaware
MD Investors Corporation	Delaware
AAM Powder Metal Components, Inc.	Ohio
ASP Grede Intermediate Holdings LLC	Delaware
AAM Casting Corp.	Delaware
Tekfor, Inc.	Delaware
AAM North America, Inc.	Delaware
AAM Mexico Holdings, LLC	Delaware
GKN America Corp.	Delaware
GKN Sinter Metals, LLC	Delaware
GKN Driveline North America, Inc.	Delaware
Hoeganaes Corporation	Delaware
GKN Driveline Bowling Green, Inc.	Ohio
GKN Driveline Newton, LLC	Delaware
GKN North America Investments, Inc.	Delaware
GKN Powder Metallurgy Holdings, Inc.	Delaware

**EXHIBIT 31.1 - CERTIFICATION PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT**

I, David C. Dauch, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dauch Corporation;
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 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 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 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.

Date: May 8, 2026

/s/ David C. Dauch

David C. Dauch

Chairman of the Board & Chief Executive Officer

(Principal Executive Officer)

**EXHIBIT 31.2 - CERTIFICATION PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT**

I, Christopher J. May, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dauch Corporation;
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 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 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 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.

Date: May 8, 2026

/s/ Christopher J. May

Christopher J. May

Executive Vice President & Chief Financial Officer

(Principal Financial Officer)

**EXHIBIT 32 - CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Dauch Corporation (Issuer) on Form 10-Q for the period ending March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (Report), I, David C. Dauch, Chairman of the Board & Chief Executive Officer of the Issuer, and I, Christopher J. May, Executive Vice President & Chief Financial Officer of the Issuer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

/s/ David C. Dauch

David C. Dauch
Chairman of the Board &
Chief Executive Officer
May 8, 2026

/s/ Christopher J. May

Christopher J. May
Executive Vice President &
Chief Financial Officer
May 8, 2026