

STANDARD TERMS AND CONDITIONS FOR SERVICES (Rev. 05/19)

1. SCOPE OF WORK AND ACCEPTANCE: These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order" and collectively, the "Contract"), constitute the sole and exclusive terms on which Arconic agrees to be bound. The term "Arconic" includes Arconic Inc. or any of its affiliate or subsidiary which execute a Purchase Order. In exchange for the Contractor's compensation listed on the Purchase Order, Contractor agrees to perform the services referenced in the Purchase Order, which are referred to in this document as "Services." This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery according to schedule of all or any portion of the Services covered under this Contract, by Contractor. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein.

2. TIME FOR PERFORMANCE: The Services will be performed in strict conformity with the dates and schedules referenced in the Purchase Order. Time is of the essence for Contractor's performance of the Services.

3. CONTRACTOR'S COMPENSATION: Contractor will promptly submit to Arconic correct and complete invoices, supporting documentation, and all other information reasonably required by Arconic in connection with the performance of Services. Arconic may withhold payment until such documents are received and verified. All invoices for Services and Goods provided to Arconic will be accumulated upon receipt for a period from the first day of a month to the last day of the month (the "Accumulation Period".) Arconic will pay invoices received during the Accumulation Period on the 4th day of the 4th month from the end of such Accumulation Period for Services and Goods that, in Arconic's judgment, strictly conform to the requirements of the Contract. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Goods or Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods or Services covered by this Contract may give rise to security interests, mechanic's liens, prior claims, hypothecs or other liens, payment will not be due and the cash discount period will not commence until Contractor has obtained and delivered to Arconic a complete release and discharge of all security interests or other liens or a receipt/discharge covering all labor and materials for which such security interests or other liens could be filed or a bond satisfactory to Arconic indemnifying it against such security interests or other liens. If payments are required to be made under this Contract by Arconic in a currency other than CDN\$, Contractor will provide Electronic Funds Transfer (EFT) instructions to Arconic and Arconic will make such payments to Contractor electronically, to the extent permitted by law. Arconic will have the right, at any time, to set off and apply against any monetary obligations that Arconic owes to Contractor or any of its parents, subsidiaries or affiliates, any obligations that Contractor, or any of its parents, subsidiaries or affiliates, may owe to Arconic.

4. PRICE: Contractor warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Arconic's prior express written consent. If during the term of this Contract, Contractor sells services that are the same or are substantially similar to the Services to another customer at prices below those stated in the Contract, Contractor will immediately extend such lower prices to Arconic. If Arconic provides satisfactory evidence that it can purchase Services of like quality and similar commercial terms at a lower price, and if Contractor elects not to meet such lower price, then Arconic may elect to purchase Services from the supplier with the lower price, and any obligation of Arconic to purchase Services from Contractor pursuant to the terms of this Contract will be deemed to be waived by Contractor to the extent of any such purchases.

5. WARRANTIES FOR SERVICES: Contractor warrants the following: (1) Contractor will use its best efforts to perform the Services and, at a minimum, Contractor will perform the Services in conformity with the highest standards of the industry practiced by reputable contracting firms performing work of a similar nature at the time and place the Services are provided. (2) Contractor will comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided. (3) Prior to performing any Services, Contractor will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided. (4) The Services will not violate or in any way infringe upon the rights of third parties. (5) Contractor is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of this Contract.

6. WARRANTIES FOR GOODS: To the extent Contractor is supplying goods or materials ("Goods") in connection with the performance of the Services, Contractor's shipment of Goods will be D.D.P. (Incoterm 2010), place of destination listed on Arconic's Purchase Order form, provided that Contractor is responsible for all customs duties and formalities for importation of Goods. Contractor warrants that all Goods: (1) will be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Arconic), for the longer of two years or the life expectancy of the Goods from the date of tender of delivery of the Goods; (2) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Contractor after contract formation; (3) will be fit for the particular purpose(s) for which the Goods are required, and Contractor acknowledges that Arconic is relying on the Contractor's skill or judgment to furnish suitable Goods; (4) will be composed of all new components; (v) will be free and clear from all security interests and other encumbrances, any actual or claimed intellectual property infringement or other colorable claims; and (5) will be manufactured and sold in compliance with all applicable federal, provincial and foreign laws, regulations or orders, and trade standards applicable to the Goods. Such warranties explicitly extend to future performance of the Goods. Contractor assigns to Arconic all warranties from third-parties, including sub-contractors or manufacturers' warranties. Contractor warrants that all of its employees, subcontractors, and all other persons or entities acting on its behalf in the performance of Services will agree to and abide by these warranties. Such warranties are in addition to any warranties implied by law or expressly made by Contractor other than hereunder. In addition to remedies otherwise available to Arconic, if Contractor is in breach of the warranties set out in this paragraph, Contractor will, at the election of Arconic and upon notice from Arconic, and at Contractor's sole cost (including any relevant transportation and labor costs), either redesign, repair or replace (including, if applicable, reinstall) the Goods or re-perform the related services to Arconic's satisfaction, prior to the expiry of the time set forth in the notice. If Contractor fails to make the necessary redesign, repair or replacement within the period specified, Arconic may perform or cause to be performed such redesign, repair or replacement at Contractor's risk and cost and any costs and expenses incurred by Arconic will be recoverable from Contractor as a debt due and payable.

7. COMPLIANCE WITH ARCONIC'S RULES: Contractor, its employees, subcontractors, and all other persons or entities acting on behalf of Contractor agree to abide by Arconic's rules and reasonable requests while on premises owned, leased, or otherwise controlled by Arconic. Arconic reserves the right to bar from such premises Contractor, any employee, subcontractor or any other person or entity acting on behalf of Contractor for any cause that Arconic deems reasonable.

8. SECURITIES: Contractor guarantees that no mechanic's lien, prior claim, hypothec, encumbrance or security interest will be raised or registered by Contractor or anyone acting on behalf of, or claiming under or through Contractor, against Arconic, Arconic's property, or the Services furnished under this Contract.

9. SAFETY: Contractor will provide all safeguards and precautions necessary in connection with the provision of Services to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Contractor will be solely responsible for any such occurrences. Contractor warrants that all Services delivered hereunder will be in compliance with all Arconic requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Arconic. Contractor agrees to immediately notify Arconic of any actual or possible safety or quality problems attributable to the Services delivered hereunder.

10. ARCONIC'S PROPERTY AND PARTS: All property of any kind supplied to Contractor or paid for by Arconic will be and remains Arconic's property, and Contractor will maintain such property in good condition and repair. All Arconic property, while in Contractor's custody or control, will be held at Contractor's risk, free from all security interests and other encumbrances of Contractor or third parties, and will be kept insured by Contractor at Contractor's expense in an amount equal to replacement cost with loss payable to Arconic. All property of Arconic is subject to removal by Arconic at any time, and to return upon Arconic's request. Contractor assumes all risk of death or injury to persons or damage to property arising from or related to use of Arconic's property. Arconic does not guarantee the performance of any Arconic property or the suitability of any property furnished by it for any particular work. Contractor assumes sole responsibility for inspecting, testing, and approving all of Arconic's property supplied by Arconic prior to any use by Contractor.

11. REJECTION AND REVOCATION OF ACCEPTANCE: Arconic will not be bound to reimburse Contractor for any Services that, in Arconic's judgment, fail to conform to Contractor's obligations under the Contract. Arconic has the right, before payment or acceptance of Services or Goods under this Contract, to inspect the Services and Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services or Goods, nor the failure to do so, before delivery to Arconic constitute acceptance of any Services or Goods or relieve Contractor from exclusive responsibility of furnishing Services and Goods in strict conformance with Arconic's specification and instructions. If, in Arconic's judgment, the Services or Goods fail in any respect to conform to the Contract, Arconic may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Contractor agrees that any notification of nonconformity by Arconic, in whatever form, suffices to inform the Contractor that the transaction is claimed to involve a breach, and that Contractor will be responsible for any losses resulting from the nonconformity. In an appropriate case, Arconic may revoke its acceptance of Services or Goods. Contractor agrees that Arconic's acceptance of the Services or Goods is reasonably induced by the Contractor's assurances of their quality and conformity to the terms of the Contract.

12. AUDITS AND INSPECTIONS: Arconic has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Contractor's obligations under this Contract. Such records will be kept by Contractor for a period of at least six (6) years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by law. In addition, Arconic may inspect or test at any reasonable time and place all Goods prior to delivery. Contractor agrees to provide reasonable assistance for such audits, inspections, and tests.

13. TAXES: Contractor will bear and pay all applicable taxes of Canada, its provinces or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income, capital or gross receipts including any withholding taxes levied against Contractor for the privilege of doing business in a jurisdiction. If Contractor is required by law to collect all taxes including, but without limiting the general nature of the foregoing, goods and services tax (GST), Québec sales tax (QST) and harmonized sales tax (HST) from Arconic any on behalf of any Canadian, provincial or other taxing jurisdiction including, but without limiting the general nature of the foregoing, Canada Revenue Agency and Revenu Québec, Contractor will provide to Arconic invoices which separately state and clearly indicate the amount of tax to be collected and Arconic will remit any such tax to Contractor. Contractor will have the sole responsibility of complying with all applicable Canadian, provincial and other laws regarding tax including, but without limiting the general nature of the foregoing, the *Excise Tax Act*, R.S., 1985, c. E-15, the *Act respecting the Québec sales tax*, R.S.Q., c. T-01 as well as the *Act respecting the Ministère du Revenu*, R.S.Q., c. M-31. In all cases, Contractor will state on every invoice the taxing jurisdiction (e.g. country, state/province and municipality) in which Goods and Services were provided. If applicable, Contractor will accept a properly executed exemption or direct pay certificate from Arconic in lieu of payment for any sales and use tax. The determination of whether an exemption certificate will be submitted to Contractor in lieu of payment for any sales and use tax will be made by Arconic on a location by location basis for each of the facilities. With the exception of the taxes described above, all other taxes imposed upon Contractor, on the price or compensation under this Contract, or on the Goods and Services provided hereunder, will be the sole responsibility of Contractor.

14. CONFIDENTIALITY: During the term of this Contract and for five years after its cancellation, termination or expiration, Contractor will not make use of Arconic's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Contractor obtains from Arconic or otherwise discovers in the performance of this Contract. "Confidential Information," as used in this Contract, will mean all information relating to Arconic's business which is not generally available to the public. Confidential Information includes information that Contractor possesses that predates this Contract. The foregoing provisions of this paragraph will not apply to any information that is: (a) rightfully known to Contractor prior to disclosure by Arconic; or (b) rightfully obtained by Contractor from any third party; or (c) made available by Arconic to the public without restrictions; or (d) disclosed by Contractor with prior written permission of Arconic; or (e) independently developed or learned by Contractor through legitimate means; or (f) disclosed by Arconic to a third party without a duty of confidentiality on the third party; or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Contractor will provide reasonable prior written notice to Arconic if it is required to disclose any of Arconic's Confidential Information under operation of law. Arconic expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

15. LIMITATION ON USE OF PAYMENT: Contractor will not offer or use, directly or indirectly, any money, property or anything of value received by Contractor under or pursuant to this Contract to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Contract or any supplement or amendment hereto. No payment will be made nor will any transaction be entered into in connection with this Contract that is illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Contractor breaches the terms of this provision, Arconic may immediately terminate this Contract without any liability.

16. INTELLECTUAL PROPERTY: Contractor will promptly disclose to Arconic all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, conceived, made, first reduced to practice, or developed by Contractor arising out of the performance of Services, all referred to in this Contract as "Contract Developments." All Contract Developments, including patents and copyrights, will be the sole and exclusive property of Arconic in respect to any and all countries, their territories and possessions. Contractor hereby assigns to Arconic all rights and future rights in such Contract Developments. Arconic will have complete and unrestricted right to use all Contract Developments prepared by Contractor and its subcontractors in connection with the performance of Services. All Contract Developments may be used by Arconic for any purpose without additional compensation to be paid to Contractor. Contractor will perform at the request of Arconic all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Arconic to vest in Arconic the entire right, title, and interest in and to such Contract Developments. Arconic will own all right, title and interest in and to any copyright associated with any Contract Development, including software, that generates copyrightable material. Contractor expressly assigns and agrees to assign to Arconic all right, title and interest in and to Contractor's copyright or copyrightable material for such work and Contractor waives (and will have all individuals used to provide the Services waive) all moral rights associated with such copyrights. Contractor will execute and deliver to Arconic such instruments of transfer and take other such action that Arconic may reasonably request, including, without limitation, such assignments and other documents required to vest in Arconic the entire right, title and interest in and to any copyright associated with such Contract Developments. Contractor agrees that any Contract Development is the exclusive property

of Arconic and Contractor will not sell, trade, give or intentionally make available any Contract Development to any private or public individual, corporation or other entity and will take all reasonable precautions to prevent the illegal use of such Contract Development. Contractor may not use Arconic's name and/or logo in any manner, other than as may be identified in this Contract, without first obtaining written permission from Arconic.

17. COUNTERFEIT AND SUSPECT GOODS: Contractor warrants that it shall not deliver Counterfeit and Suspect Goods to Company and shall immediately notify Company if Contractor becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Company, Contractor shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Contractor; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Contractor shall indemnify Company for all Claims relating to Counterfeit or Suspect Goods, including without limitation Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Contractor shall include this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.

18. INDEMNIFICATION: Contractor will indemnify, defend, and hold harmless Arconic, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Services or the Goods, defective Services or Goods or their manufacture, delivery, use or misuse; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Contractor, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Contractor hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Contractor rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Contractor encompassed by this Indemnification paragraph 17.

19. INSURANCE: Contractor agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Arconic, including Arconic as an additional insured, under policies of Insurance; (iii) to ensure that Arconic is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Arconic is exposed and that the limits of Insurance to which Arconic is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Contractor under all of the policies of Insurance; (iv) to ensure that the policies of Insurance contain a severability of interest clause in favour of Arconic and are stated to be specifically primary to any of Arconic's insurance policies, which policies will be, in all respects, excess to Contractor's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Arconic's request, to timely provide written certification, reasonably acceptable to Arconic, certifying the material terms of the policies of Insurance.

20. FORCE MAJEURE: Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The parties agree that there is no agreed source of supply for Contractor to fulfill its obligations under this Contract. The party affected by an event under this paragraph will furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Contractor is unable to perform for any reason, Arconic may obtain the Services and purchase the Goods from other sources and reduce its obligations owing to Contractor accordingly without liability to Contractor. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

21. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: Contractor warrants: (1) that any chemical substance or mixture delivered to Arconic pursuant to this Contract complies with the provision of Canadian and provincial legislation in respect of hazardous materials; (2) that such substances or mixtures are lawfully available for sale and use; (3) that such substances or mixes delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Contractor will provide Arconic with an adequate supply of such warning labels, instructions, and notices for use in Arconic's facilities; (4) that Contractor will supply with, or before, delivery, and at any other time upon Arconic's request, all information known to Contractor with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (5) that Contractor will ascertain and furnish all information about Goods required by Arconic to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws as well as those governing occupational safety and health and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Arconic upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Contractor agrees that it will, upon Arconic's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Arconic pursuant to this Contract. Unless approved in writing by Arconic's location manager prior to shipment, Contractor will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less.

22. SUPPLIER STANDARDS: Contractor acknowledges that it has access to, has read and understands Arconic's standards of conduct as set forth in Arconic Supplier Standards (the "Guide") as published at www.arconic.com/global/en/contact/supplier/pdf/supplier_standards.pdf.

23. CONFLICT MINERALS AND SPECIALTY METALS: All Goods supplied by Contractor to Company that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Contractor, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Contractor agrees to: cooperate with Company in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule. Contractor warrants that any specialty metals incorporated in Goods delivered under this Contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, as defined in and required by DFARS 252.225-7009.

24. DATA PRIVACY: Contractor warrants and undertakes that Contractor's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Company (and/or Company's employees, customers or suppliers) complies with the applicable federal, state and international laws regarding personal data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Contractor shall use best efforts to comply with such Privacy Laws. In particular, Contractor shall ensure that any personal data is processed only as needed to perform this Contract. If applicable, Contractor agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. Contractor will notify Company immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Company's obligations under any of the Privacy Laws. Contractor will provide full cooperation and assistance to Company regarding any such complaint or request. If Contractor fails to comply with any of the Privacy Laws, Company will have the option to terminate this Contract immediately without further liability. If Contractor violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Contractor shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. By submitting business contact and personal information about Contractor and/or its employees to Company, Contractor consents to the collection, processing, storage, use and transfer of that information to/by Company and all its controlled entities, affiliates and subsidiaries in the United States of America, Europe and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating Contractor's business relationship with Company, enhancing Company's ability to contact Contractor and its employees, and enabling Company to process and track Contractor's transactions with Company through various internal systems and external third parties ("Purpose"). Company shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

25. IMPORT/EXPORT COMPLIANCE: Contractor warrants that sales made hereunder are or will be made at not less than fair value under the Special Import Measures Act (R.S.C. (1985), c. S-15). Arconic will not be a party to the importation of the Goods or Services, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Contractor will neither cause nor permit Arconic's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Goods or Services, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Arconic unless otherwise prohibited by applicable law. Contractor will provide Arconic with all information and records relating to the Goods or Services necessary for Arconic to (i) receive these benefits, credits, and rights, (ii) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Contractor will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Goods or Services, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.

26. CUSTOMS, DUTY AND EXCISE TAX REMISSION: Contractor will cooperate with Arconic in seeking any customs, duty and excise tax remission available to Arconic in connection with export by Arconic of any Goods or Services imported by Contractor and provided to Arconic under this Contract, or incorporating, or manufactured by Arconic from, such Goods or Services. Without limitation, Contractor will (i) provide all information with respect to such imported Goods or Services necessary to complete any such customs, duty and excise tax remission claims to be filed by Arconic, including Canada Revenue Agency entry numbers, dates of entry, quantities and description of goods or services, customs values, and rates and amounts of customs duties and excise tax paid by Contractor, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Arconic's remission claims.

27. INDEPENDENT CONTRACTOR/SUBCONTRACTS: Contractor is and will remain an independent contractor of Arconic. No employee, agent, or representative of Contractor or its subcontractors will be deemed to be an employee of Arconic. Contractor must obtain Arconic's written permission before subcontracting any portion of this Contract. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Contractor from its obligations to Arconic, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind Arconic.

28. ELECTRONIC COMMERCE: Contractor acknowledges that Arconic currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Goods and Services hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Contractor acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Arconic to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Arconic, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document.

29. BACKGROUND CHECKS: Contractor, at its own expense, will have background checks performed on each employee that it plans to assign to work on Arconic's premises. Contractor will comply with all applicable C-TPAT security criteria as issued and updated by the U.S. Customs and Border Protection Agency from time to time. Contractor will provide Arconic with documentation of such compliance upon request.

30. CHANGES: This Contract may not be modified except by a writing signed by the parties. The Contractor's compensation will not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Arconic. Contractor agrees it will have no right to seek additional sums based on quantum meruit, promissory estoppel, or any other theory of law, regardless of the work it performs related to this Contract.

31. PROCESS, MATERIAL OR DESIGN CHANGES: If Contractor or any supplier of Contractor makes or intends to make any change to the process, materials, or design details of the goods, including raw materials or parts used in the manufacture of the goods, such changes including, but not limited to, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be a Material Change. Contractor must promptly notify Company in writing of any Material Change. Additionally, if a Material Change could affect the goods or any component part thereof with regard to quality, functionality, form, stability, safety, or otherwise fitness for its intended purpose, Contractor shall at its own expense promptly send Company product samples complete with test reports indicating the test instrument used (such samples and test reports together the "Conforming Samples"), and shall verify the Conforming Sample specifications compared to the specifications and performance of the goods as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the goods incompatible for the use for which Company is purchasing the goods, Company shall provide written notice of such incompatibility to Contractor within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Contractor shall only make or allow a supplier of Contractor to make a Material Change necessitating the provision of a Conforming Sample after Company's prior written approval.

32. TERMINATION AND CANCELLATION: Arconic may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Contractor. After receiving written notice of termination, Contractor will (i) immediately cease performing Services or taking other actions under this Contract and (ii) immediately take all action to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Contractor's breach or failure of Contractor to provide adequate assurance of performance, Arconic will pay Contractor, on a *pro rata* basis, for Services performed as of the date of termination. Arconic will have the right to cancel this Contract if, in its judgment, Contractor has breached any of its terms, or if, in Arconic's judgment, the credit or ability of Contractor to perform this Contract becomes impaired. In that case, Arconic will have the right to all remedies available to it under the law.

33. MERGER AND MODIFICATION: This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Services. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties. Regardless of the work performed by Contractor, the Contractor's compensation will not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Arconic.

34. ANTI-WAIVER: No term or provision of this Contract will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right will constitute a waiver of any other right, whether of a similar nature or otherwise.

35. SURVIVAL: Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

36. ASSIGNMENT: Neither this Contract, nor Contractor's rights and obligations hereunder, are assignable by Contractor without the prior written consent of Arconic. No such consent or assignment will release Contractor or alter Contractor's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Arconic will be null and void.

37. NO VIOLATION OF LAW: Contractor agrees to comply with all pertinent federal, provincial, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Contractor warrants that the Goods and Services delivered hereunder were produced at facilities complying with all applicable provisions of the occupational safety and health legislation and related regulations. Contractor further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of pertinent governmental administrations.

38. CHOICE OF LAW AND CHOICE OF FORUM: Any and all claims or matters of dispute between the parties to this Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, will be resolved, governed by, construed, and enforced in accordance with the laws of the Province of Québec, regardless of the legal theory upon which such matters are asserted. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph will be resolved in a court of competent jurisdiction in Montréal which courts will have exclusive jurisdiction of all such disputes. Contractor waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.

39. ARCONIC SEPARATION: Arconic Inc. announced on February 8, 2019 that it intends to separate its portfolio into two independent businesses (the "Separation"): (1) one to include Global Rolled Products ("Global Rolled Products Company"), and (2) one to include Engineered Products and Solutions and Forgings ("EP&F Company"), with one of the businesses remaining as Arconic ("Remain Co") and a spin-off of the other business ("Spin Co"). Contractor hereby acknowledges and agrees that prior to or in connection with Separation (i) Arconic or Remain Co – either directly or through their subsidiaries - may, without any action required by Contractor, implement a transfer, novation or assignment (each a "Substitution") of their rights and obligations under this Contract, in whole or in part, to Spin Co, or subsidiaries or affiliates of either Spin Co or Remain Co ("Transferee(s)"); and (ii) such Substitution and/or Separation shall not constitute a change of control, or violate or constitute a breach or default of or any loss of any rights or benefit under, or trigger any right of termination, payment or cancellation of, this Contract; and (iii) no further consent or notice shall be required with respect to the Contract for such Substitution and/or Separation.

To the extent that the Contract will be used by both Remain Co and Spin Co (and any of their subsidiaries or affiliates) after Separation, then as part of any Substitution, Remain Co's rights, benefits, and obligations under the Contract shall be allocated proportionally between Remain Co and Spin Co and such rights and benefits shall be preserved in all material respects. If applicable, with respect to the division of any software licenses or cloud services (SaaS, IaaS, or PaaS) involving unlimited or enterprise wide licenses or subscription rights, Arconic or Remain Co may replicate the unlimited or enterprise-wide licenses or subscription rights among Transferees through Substitutions and allocate the cumulative fees under the Contract among Remain Co and the Transferees such that the cumulative fees among all Transferees equals the pre-Substitution cumulative fees. After allocation between Remain Co and the Transferee(s), (i) all rights and obligations related to the Transferees' business shall be enforceable only by and against the Transferee, and (ii) all rights and obligations related to Remain Co shall be enforceable only by and against Remain Co. Upon the request of Arconic, Remain Co or a Transferee, Contractor agrees to enter into separate agreements with Remain Co and the Transferee on the terms and conditions of this Contract without modification by Contractor.

No consent or notice shall be required hereunder for the direct or indirect transfer of some or all of the equity interest of Arconic to Spin Co or any of Spin Co or Arconic's subsidiaries or affiliates in connection with or anticipation of the Separation.