

STANDARD TERMS AND CONDITIONS PURCHASE OF GOODS (Rev 05-19)

1. CONTRACT: These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them ("**Order**"), constitute the terms of an offer by Arconic. The term "Arconic" includes Arconic Inc. or any of its affiliates or subsidiaries which execute a Contract (as defined below). This offer expressly limits acceptance to the terms of the offer, and Arconic hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. In addition to the other terms of this offer, this offer expressly includes all implied warranties and all of the buyer's remedies including, but not limited to, those conferred by way of any applicable law.

These Standard Terms and Conditions, and the Order that accompanies, attaches, or incorporates them, collectively will be referred to in this document as the "**Contract**" and they are the sole and exclusive terms on which Arconic agrees to be bound. Arconic's offer shall be deemed accepted by Seller and the Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Goods covered under the Contract by Seller. Except as otherwise expressly set forth in the Contract, Arconic will have no obligation to purchase any specific quantity, or any quantity at all, of Goods from Seller and Arconic will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers.

2. WARRANTIES: The seller who is to supply the goods, materials and attendant services ("**Goods**") pursuant to the terms of the Contract ("**Seller**") warrants that, from the date of tender of delivery of the Goods and for a period of 24 months thereafter, or eighteen (18) months from the date of installation of such goods, whichever first occurs, all Goods: (i) will be of satisfactory quality (as defined by local law where relevant) and free from defects in materials, design, and workmanship (whether or not approved by Arconic); (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (iii) will be fit for the particular purpose(s) for which the Goods are required, and Seller acknowledges that Arconic is relying on Seller's skill or judgment to furnish suitable Goods; (iv) will be composed of all new components; (v) will be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (vi) will be manufactured and sold in compliance with all applicable statutory and regulatory requirements and trade standards applicable to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. Such warranties explicitly extend to future performance of the Goods. Seller warrants that all services provided in connection with the Contract will be performed in a professional and competent manner and in accordance with the highest standards of the industry, and that he possesses the skills, professional ability, permits, licenses and certificates necessary to provide the Goods.

Seller warrants that it shall not deliver Counterfeit and Suspect Goods to Arconic and shall immediately notify Arconic if Seller becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Arconic, Seller 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 Seller; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Seller shall indemnify Arconic for all Claims relating to Counterfeit or Suspect Goods, including without limitation Arconic's costs of removing Counterfeit and Suspect Goods and installing replacement Goods, including any reinstallation testing. Seller 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 Arconic.

3. PRICE: Seller warrants that the prices set forth in the Contract are complete and that no additional charge of any type will be added without Arconic's prior express written consent, including but not limited to, charges for shipping, packaging, labeling, custom duties, tariffs, taxes, storage, insurance, boxing and crating.

4. SHIPMENT AND DELIVERY:

(a) Seller's shipment of Goods will be delivered at Seller's expense to the place of destination specified on Arconic's Order during normal business hours, on a DDP basis (Incoterms 2010), unless otherwise set out in the Order. All Goods will be delivered in strict conformity with the dates listed on Arconic's purchase Order. Time for delivery is of the essence. Receipt of the Goods does not constitute final acceptance thereof.

(b) Seller warrants that the Goods referred to in the Order will be correctly packaged and provided with the appropriate markings according to any applicable laws and regulations. Arconic will pay no packing charge unless specified in the Order. Goods that require special packaging or a particular way of handling must carry the appropriate markings on the packaging, allowing accident-free unloading to take place. Seller must also warn Arconic of any precautions to take when unloading dangerous or radioactive products. For any Goods that are defined as hazardous or dangerous under applicable law, regulation and/or Arconic regulations/policies, Seller will provide Arconic with hazardous warning and safe handling information in the form of a safety data sheet and appropriate labelling for such Goods as required by such applicable law and/or Arconic regulations/policies.

(c) Where Arconic agrees in writing to accept delivery by installments the Contract shall be construed as a single contract in respect of each installment. Failure by Seller to deliver any one installment shall entitle Arconic at its option to treat the whole Contract as repudiated.

(d) If the Goods are delivered to Arconic in excess of the quantities ordered Arconic shall not be bound to pay for the excess and any excess shall be and shall remain at Seller's risk and shall be available for collection at Seller's expense within 3 months. Thereafter Arconic may dispose of such excess Goods at Seller's expense.

(e) The Goods shall remain at the risk of Seller until delivery to Arconic is complete at the place or places and in the manner specified in the Order when, subject to paragraph (g) below, risk in the Goods shall pass to Arconic.

(f) Ownership of the Goods shall, subject to paragraph (g) below, pass to Arconic on the earlier of the time at which the Goods become identifiable as the Goods to be delivered to Arconic under the Contract, completion of delivery as described above and payment of the price or any installment of the price.

(g) Where Arconic rejects and Goods in accordance with these conditions, such Goods shall be deemed to have remained the property and risk of Seller at all times.

(h) If Seller fails to deliver the Goods within the time specified in the Order, without limiting its other rights or remedies, Arconic shall have the right to (i) terminate the Contract with immediate effect by giving written notice to Seller; (ii) to refuse to accept any subsequent or delivery of the Goods which Supplier attempts to make; (iii) to have any sums paid in advance refunded; (iv) to recover from the Seller any costs incurred by Arconic in obtaining substitute goods and/or services from a third party; and (v) to claim liquidated damages at the rate set out in the Order as well as to claim damages for any additional costs, loss or expenses incurred by Arconic which are in any way attributable to Seller's failure to meet such dates.

5. REJECTION AND REVOCATION OF ACCEPTANCE: Arconic has the right, before payment, acceptance or delivery of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods, nor the failure to do so, before delivery to Arconic constitute acceptance of any Goods, or relieve Seller from exclusive responsibility for furnishing Goods in strict conformance with Arconic's specifications.

If, in Arconic's judgment, the Goods or the tender of delivery 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. Seller agrees that any notification of nonconformity by Arconic, in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. In addition to all other remedies that Arconic may have, Seller, at its sole expense, will (a) replace the defective Goods with conforming Goods at Arconic's plant where the Goods were originally shipped. Only in case that replacement is not feasible within the timeframe required by Arconic or if it is otherwise required under country legislation, at Arconic's option Seller will (b) repair the defective Goods or (c) repay to Arconic the purchase price of the defective Goods.



If Arconic selects repair or replacement, any defects will be remedied without cost to Arconic, including but not limited to, the costs of removal, repair and replacement of the defective Goods, and reinstallation or delivery of new Goods. All defective Goods that are so remedied shall be newly and equally warranted as stated above. Seller further warrants that Seller will convey good title to the Goods to be supplied to Arconic hereunder and that such Goods will be delivered free from any security interest, lien or encumbrance. Payment will not be claimed by Seller as a waiver, release or acceptance to avoid fulfillment of the warranty clause.

Should the Seller fail to remedy any defects or replace defective Goods within the time specified by Arconic, Arconic may order the repairing on his own. Seller will pay for any resulting costs.

These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable according to the Order. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Goods and completion, termination or cancellation of this Order.

In an appropriate case, Arconic may revoke its acceptance of Goods. Seller agrees that Arconic's acceptance of the Goods is reasonably induced by the Seller's assurances of the Goods' quality and conformity to the terms of the Contract.

If Seller or any supplier of Seller 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. Seller must promptly notify Arconic 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, Seller shall at its own expense promptly send Arconic 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 Arconic determines, using its good faith judgment, that a Material Change renders the Goods incompatible for the use for which Arconic is purchasing the Goods, Arconic shall provide written notice of such incompatibility to Seller within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Seller shall only make or allow a supplier of Seller to make a Material Change necessitating the provision of a Conforming Sample after Arconic's prior written approval.

6. BREACH: In the event of any breach or non-observance by the Seller of any terms of the Contract, Arconic shall have the right to terminate the Contract at its convenience in whole or in part by providing written notice in accordance with the applicable legislation. Such termination shall be in addition to Arconic's right to claim damages for breach of contract and liquidated damages.

7. INVOICING AND TERMS OF PAYMENT: Seller will promptly submit to Arconic correct and complete invoices, supporting documentation, and other information reasonably required by Arconic in connection with the delivery of the Goods. Invoices referencing Arconic's Order number shall be issued by Seller with the invoice showing only the costs/expenditures that are included in the Order plus VAT at the prevailing rate. Arconic may withhold payment until such documents are received and verified. All invoices including items not listed in the Order and invoices not following the Arconic Invoicing Requirements as published at https://www.arconic.com/global/en/contact/supplier/pdf/Arconic_invoicing_requirements_EN.pdf may result in the return of the invoice and delay in payment, payments arriving at Seller's bank account after the due date as a result of this will not be considered as late payments.

All invoices for Goods provided to Arconic will be paid in accordance with the payment term stipulated on the Order. 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 will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods covered by the Contract gives rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Seller has obtained and delivered to Arconic a complete release and discharge of all liens arising out of the production or delivery of Goods or receipt in full covering all labour and materials for which a lien could be filed or a bond satisfactory to Arconic indemnifying it against any lien and any costs and expenses associated therewith. Arconic will have the right, at any time, to set off and apply against any monetary obligations that Arconic owes to Seller or any of its parents, subsidiaries or affiliates, and the right to set off any obligations and/or liabilities that Seller, or any of its parents, subsidiaries or affiliates, may owe to Arconic.

8. 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 Seller's obligations under the Contract. Such records will be kept by Seller for a period of at least four (4) years after the expiration, cancellation or termination of the Contract, or for such longer periods as may be required by law. In addition, Arconic may inspect or test the Goods at any reasonable time and place prior to delivery. Seller agrees to provide reasonable assistance for such audits, inspections, and tests.

9. TAXES: Seller will bear and pay all applicable taxes which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect VAT or sales and use tax (including any gross receipts tax imposed similar to VAT or a sales and use tax) from Arconic on behalf of any taxing jurisdiction, Seller will provide to Arconic invoices which separately state and clearly indicate the amount of tax and Arconic will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect VAT or sales and use tax from Arconic, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Goods were provided. If applicable, in lieu of payment for any VAT or sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Arconic. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any VAT or sales and use tax will be made by Arconic on a location by location basis. With the exception of VAT or sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under the Contract, or upon the Goods provided hereunder, will be the responsibility and liability of Seller.

10. CONFIDENTIALITY: During the term of the Contract and for five years after its cancellation, termination or expiration, Seller will not make use of Arconic's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under the 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 Seller obtains from Arconic or otherwise discovers in the performance of the Contract. "Confidential Information", as used in the Contract, will mean all information relating to Arconic's business which is not generally available to the public. Confidential Information includes information that Seller possesses that predates the Contract. The foregoing provisions of this paragraph will not apply to any information that is: (a) rightfully known to Seller prior to disclosure by Arconic; or (b) rightfully obtained by Seller from any third party; or (c) made available by Arconic to the public without restrictions; or (d) disclosed by Seller with prior written permission of Arconic; or (e) independently developed or learned by Seller 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. Seller 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 the Contract, including but not limited to pricing, to third parties.

11. LIMITATION ON USE OF PAYMENT: Seller will not offer or use, directly or indirectly, any money, property or anything of value received by Seller pursuant to the 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 Contract or any supplement or amendment hereto. Payments will not be made, or transactions entered into in connection with the Contract that are illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Seller breaches the terms of this provision, Arconic may immediately terminate the Contract without any liability.

12. INTELLECTUAL PROPERTY: If Seller makes modifications to the specifications or any process related to the Goods specifically for Arconic at Arconic's request ("**Custom Work**"), Arconic owns the Custom Work. Seller hereby assigns, or shall procure the assignment of, the Custom Work to Arconic and all rights, title and interest in the Custom Work and represents and warrants that: (a) the Custom Work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Arconic. If Seller furnishes a pre-existing design for the Goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Arconic a perpetual, paid-up, non-exclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use and have used, such intellectual property. Seller may not use Arconic's name and/or logo in any manner other than as may be identified in the Contract without first obtaining prior written permission from Arconic.

13. INDEMNIFICATION: Seller shall 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 Goods, liens on Goods, defects in the Goods or the manufacture, delivery, use or misuse of the Goods; (ii) the performance of the Contract; (iii) any infringement or alleged infringement of any third party intellectual property rights suffered by Arconic as a result of Arconic's possession, use and/or exploitation of any of the Goods and/or Custom Work or (iv) breach of any of the provisions of the Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, 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.

14. INSURANCE: Seller shall:

- (a) maintain in full force and effect throughout the term of the Contract policies of insurance of the types which cover the likely liabilities which may be incurred by the Seller arising out of the acts or omissions of the Seller (or its personnel or authorised representatives) in connection with the terms of the Contract, on the terms and in the amounts commensurate with its business and risks associated therewith ("**Insurance**");
- (b) 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;
- (c) 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 Seller under all of the policies of Insurance;
- (d) ensure that the policies of Insurance are stated to be specifically primary to any of Arconic's insurance policies, which policies will be, in all respects, excess to Seller's policies of Insurance;
- (e) be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance;
- (f) upon Arconic's request, to timely provide written certification, reasonably acceptable to Arconic, certifying the material terms of the policies of Insurance together with evidence of payment of the last premium.

15. FORCE MAJEURE: Neither party will be in default for any delay or failure to perform its obligations under the 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 including, but not limited to, an event which falls into one or more of the following categories: act of God, fire, flood, storm, earthquake; war, riot, civil commotion, terrorism, epidemic, nuclear, chemical or biological contamination; explosion or malicious damage; compliance with a law or governmental order, rule, regulation or direction ("**Force Majeure Event**"). The parties agree that there is no agreed source of supply for Seller to fulfill its obligations under the Contract. The party affected by a Force Majeure Event 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 Seller is unable to perform for any reason, Arconic may purchase the Goods from other sources and reduce its purchases from Seller accordingly without liability to Seller. 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 written notice given to the non-performing party before performance resumes.

16. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: Seller warrants: (1) that any chemical substance or mixture delivered to Arconic pursuant to the Contract is lawfully available for sale and use in the country of incorporation of Arconic (2) that chemical substances or mixtures 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, Seller will provide Arconic with an adequate supply of such warning labels, instructions, and notices for use in Arconic's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Arconic's request, all information known to Seller 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 (4) that Seller 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. Seller 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 the Contract. Seller will not deliver any Goods containing asbestos.

17. SUPPLIER STANDARDS AND COMPLIANCE: Seller 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 http://www.arconic.com/global/en/contact/supplier/pdf/supplier_standards.pdf. Seller expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (or any replacement legislation). In particular, Seller undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If Seller breaches this obligation, it shall indemnify and keep Arconic harmless from any and all damage, cost, expense or liability which Arconic could incur as a consequence of that breach. In addition, in the case of such breach, Arconic shall be entitled to terminate the Contract.

In addition to the Warranty above, Seller warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards including environmental, health and safety regulations, and child labor and forced labor laws. If Seller is granted access to Arconic's facilities for purposes of completion



of the Contract or inspection of the Goods, it will comply with Arconic's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. The Seller shall indemnify Arconic against all liabilities, costs and penalties on account of the infringement by the Seller or its representatives of any applicable law or regulation or Arconic's internal policies. Seller shall, at its own expense, obtain all the necessary permits, authorizations, licenses, certificates etc. required to perform this Contract.

18. CONFLICT MINERALS: All Goods supplied by Seller to Arconic that contain conflict minerals will only come from sources that are not known by Seller, 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. Seller agrees to: cooperate with Arconic in conducting any due diligence; comply with reasonable requests for information in order to facilitate compliance with any law, rule or regulation currently in place or adopted in the future; and maintain records related to the supply or use of conflict minerals.

19. DATA PRIVACY: Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Arconic (and/or Arconic'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 Seller shall use best efforts to comply with such Privacy Laws. In particular, Seller shall ensure that any personal data is processed only as needed to perform this Contract. If applicable, Seller agrees to execute a data processing agreement with Arconic to ensure ongoing privacy protection for individuals.

Seller will notify Arconic 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 Arconic's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Arconic regarding any such complaint or request.

If Seller fails to comply with any of the Privacy Laws, Arconic will have the option to terminate this Contract immediately without further liability. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller 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 Seller and/or its employees to Arconic, Seller consents to the collection, processing, storage, use and transfer of that information to/by Arconic 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 Seller's business relationship with Arconic, enhancing Arconic's ability to contact Seller and its employees, and enabling Arconic to process and track Seller's transactions with Arconic through various internal systems and external third parties ("Purpose"). Arconic 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.

20. DUTY DRAWBACK: Seller will cooperate with Arconic in seeking any duty drawback available to Arconic in connection with export by Arconic of any Goods imported by Seller and provided to Arconic under the Contract, or incorporating, or manufactured by Arconic from, such Goods. Without limitation, Seller will (i) provide all information with respect to such imported Goods necessary to complete any such drawback claims to be filed by Arconic, including applicable Customs Service entry numbers, dates of entry, quantities and description of Goods, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Arconic's drawback claims.

21. INDEPENDENT CONTRACTOR/SUBCONTRACTS: Seller is and will remain an independent contractor of Arconic. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Arconic. Seller must obtain Arconic's written permission before subcontracting any portion of the Contract. Except for the insurance requirements in the 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 Seller from its obligations to Arconic, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Arconic.

22. SAFETY: Seller will provide all safeguards, and take all precautions, in connection with the production and delivery of the Goods sold to prevent the occurrence of any accident, injury, death, loss, or damage to persons or property and Seller will be solely responsible for any such occurrences. Seller warrants that all Goods 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. Seller agrees to immediately notify Arconic of any actual or possible safety problems with the Goods delivered hereunder.

23. ELECTRONIC COMMERCE: Seller acknowledges that Arconic currently uses an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Goods hereunder. Arconic's designated third party provider of "business to business" services is Ariba. There is a nominal fee structure to be negotiated by the Seller with Ariba to utilize the "business to business" service. 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. Seller 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.

24. VARIATION: Arconic may, at any time, make written changes to the general scope of the Contract, and Seller will continue performance of the Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under the Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and the Contract will be modified in writing accordingly.

25. TERMINATION AND CANCELLATION: Arconic may cancel any Orders or terminate the Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Goods indicated in the notice of termination and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Arconic will pay Seller, on a pro rata basis, for Goods delivered as of the date of termination. Arconic shall have the right to purchase any remaining stock from the Seller.

26. COMPANY NAME/LOGO: Seller may not use the Arconic name and/or logo in any manner other than as may be identified in the Order without first obtaining written permission from Arconic.

27. ENTIRE AGREEMENT: The Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Goods. 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. The Contract may not be modified except by a writing signed by the parties.



28. NO-WAIVER: No term or provision of the 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.

29. SURVIVAL: Notwithstanding the expiration, termination, or cancellation of the 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.

30. SEVERANCE: If any provision (or part of any provision) of the Contract is, or becomes illegal, invalid or unenforceable in any respect: (a) it shall not affect or impair the legality, validity or enforceability of any other provision of the Contract; and (b) the parties shall negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid and enforceable and to the greatest extent possible achieves the parties' original commercial intention.

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

32. THIRD PARTY RIGHTS: A person who is not a party to the Contract shall not have any rights under any applicable law, regulation or otherwise to enforce any term of the Contract.

33. GOVERNING LAW AND JURISDICTION: Any and all claims or matters of dispute between the parties to the Contract 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 country of incorporation of Arconic. Any and all claims or matters of dispute referenced in this paragraph will be resolved in a court of competent jurisdiction in the country of incorporation of Arconic, with such courts having exclusive jurisdiction of all such disputes. Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

34. 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 Inc. ("Arconic") and a spin-off of the other business ("Spin Co"). Seller hereby acknowledges and agrees that prior to or in connection with Separation (i) Arconic – either directly or through its subsidiaries - may, without any action required by Seller, implement a transfer, novation or assignment (each a "Substitution") of Arconic's rights and obligations under this Contract, in whole or in part, to Spin Co, or subsidiaries or affiliates of either Spin Co, or Arconic ("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 (iv) 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 Arconic and Spin Co (and any of their subsidiaries or affiliates) after Separation, then as part of any Substitution, Arconic's rights, benefits, and obligations under the Contract shall be allocated proportionally between Arconic and Spin Co and such rights and benefits shall be preserved in all material respects. After such allocation between Arconic 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 Arconic shall be enforceable only by and against Arconic. Upon the request of Arconic or a Transferee, Seller agrees to enter into separate agreements with Arconic and the Transferee on the terms and conditions of this Contract without modification by Seller. 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.

