

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES (Rev. 05-19)

1. SCOPE OF WORK AND ACCEPTANCE: These Standard Terms and Conditions for Services, and the written purchase order that accompanies, attaches, or incorporates them (the “Purchase Order” or “PO”) (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 affiliates or subsidiaries which execute a Purchase Order. The term “Contractor” or “Seller” denotes the party to the Contract who is to supply the Services to Arconic. 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”. Arconic’s offer shall be deemed accepted by the Contractor and the 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 the Contract, by Contractor. Any acceptance of the Contract is limited to acceptance of the express terms of the offer contained herein.

2. TIME FOR PERFORMANCE: The Services shall 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. Arconic shall have the right to claim liquidated damages at the rate set out in the PO 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.

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. Invoices referencing Arconic’s Purchase Order number shall be issued by Contractor with the invoice showing only the costs/expenditures that are included in the Purchase 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 Purchase 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 Services that, in Arconic’s judgment, strictly conform to the requirements of the Contract, will be paid in accordance with the payment term stipulated on the PO. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemised separately on the invoice. Delay in receiving valid invoices or Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Services 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 Contractor has obtained and delivered to Arconic a complete release and discharge of all liens arising out of the production of Services or receipt in full covering all labor 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 Contractor or any of its parents, subsidiaries or affiliates, and the right to set off any obligations and/or liabilities that Contractor, or any of its parents, subsidiaries or affiliates, may owe to Arconic.

4. PRICE: Contractor 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.

5. WARRANTIES FOR SERVICES: Contractor warrants the following: (1) Contractor shall use its best efforts to perform the Services and, at a minimum, Contractor shall perform the Services with all due care and skill and 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 (conforming at all times with the terms implied by any applicable laws and to meet or exceed any service levels specified in the Contract); (2) Contractor shall 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 the Contract.

6. BREACH: If Seller fails to perform the Services in accordance with the terms hereof, Arconic shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights: (a) to terminate the Contract with immediate effect by giving written notice to Seller; (b) to refuse to accept any subsequent performance of the Services which Seller attempts to make; (c) to recover from Seller any costs incurred by Arconic in obtaining substitute services from a third party; (d) to require a refund from Seller of sums paid in advance for Services that Seller has not provided; and (e) to claim damages for any additional costs, loss or expenses incurred by Arconic which are in any way attributable to Seller’s failure to comply with the terms hereof. These rights shall extend to any substituted or remedial services provided by Seller. Arconic’s rights under the Contract are in addition to its rights and remedies implied by applicable law.

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. LIENS: Contractor guarantees that no lien, encumbrance or security interest will be filed by Contractor or anyone acting on behalf of, or claiming under or through Contractor, against Arconic, Arconic’s property, or the Services furnished under the 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 of all liens, encumbrances or security interests 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 while such property is in the custody or control of Contractor. 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. SELLER EQUIPMENT: Seller shall perform the Contract by using its own tools and equipment (including those for individual protection), unless otherwise agreed in the PO, and shall be responsible for such equipment and tools whilst on the Arconic premises. Arconic shall in no event be held liable for any damages, theft, fires involving the property and assets of Seller introduced into the property and appurtenances of Arconic. Upon completion of the performance of the Contract or its termination, Seller shall leave the premises in a tidy state, in proper condition and remove all its tools.

12. REJECTION AND REVOCATION OF ACCEPTANCE: Arconic shall 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, acceptance or delivery of Services under the Contract, to inspect the Services at any reasonable time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services, nor the failure to do so, before delivery to Arconic constitute acceptance of any Services, or relieve Contractor from exclusive responsibility of furnishing Services in strict conformance with Arconic's specification and instructions. If, in Arconic's judgment, the Services 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 Contractor that the transaction is claimed to involve a breach, and that Contractor will be responsible for any losses resulting from the nonconformity. Arconic shall have the right to claim damages for breach of contract as well as to the agreed liquidated damages set out in the PO. In an appropriate case, Arconic may revoke its acceptance of Services. Contractor agrees that Arconic's acceptance of the Services is reasonably induced by Contractor's assurances of their quality and conformity to the terms of the Contract.

13. 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 the Contract. Such records will be kept by Contractor 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, Contractor agrees to provide reasonable assistance for such audits, inspections, and tests.

14. TAXES: Contractor 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 Contractor for the privilege of doing business in a jurisdiction. If Contractor 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, Contractor will provide to Arconic invoices which separately state and clearly indicate the amount of tax and Arconic will remit any such tax to Contractor. Contractor 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 Contractor must collect VAT or sales and use tax from Arconic, Contractor will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services were provided. If applicable, in lieu of payment of any VAT or sales and use tax, Contractor 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 Contractor in lieu of payment for any 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 Contractor, or the price or compensation under the Contract, or upon the Services provided hereunder, will be the responsibility and liability of Contractor.

15. CONFIDENTIALITY: During the term of the Contract and for five years after its cancellation, termination or expiration, Contractor shall 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 Contractor 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 Contractor possesses that predates the Contract. The foregoing provisions of this paragraph shall 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 the Contract, including but not limited to pricing, to third parties.

16. LIMITATION ON USE OF PAYMENT: Contractor shall not offer or use, directly or indirectly, any money, property or anything of value received by Contractor under or 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 subject matter of the Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with the 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 the Contract without any liability.

17. 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 the 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 irrevocably and unconditionally assigns, or shall procure the assignment (including by way of present assignment of future rights) to Arconic of all right title and interest in and to the Contract Developments free of all liens, encumbrances and third party rights of any kind. Arconic shall 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. 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 and procuring the waivers of all moral rights (or rights of an equivalent nature), to the extent legally permissible, from all authors of any works in which the Contract Developments subsist (except where any such author is an employee or agent or otherwise under the control or authority of Arconic). 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 the Contract, without first obtaining written permission from Arconic.

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, defective Services; (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 Services and/or Contract Developments, 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 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. The parties do not anticipate that any Transfer of Undertakings legislation will apply either on the commencement of the Contract or on its termination. Contractor shall be responsible for and shall indemnify and keep indemnified Arconic for itself and/or as trustee for any subsequent supplier of the Services against all Claims arising out of the employment or the termination of employment of any person employed or previously employed by Contractor

19. INSURANCE: Contractor agrees: (i) to 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 Contractor arising out of the acts or omissions of Contractor (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**”); (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) if requested by Arconic, 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 are stated to be specifically primary to any of Arconic’s insurance policies, which policies shall 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 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 Contractor to fulfill its obligations under the Contract. The party affected by a Force Majeure Event shall 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 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 written notice given to the non-performing party before performance resumes.

21. SUPPLIER STANDARDS AND COMPLIANCE: 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 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 will 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.

22. 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.

23. 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 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 Contractor from its obligations to Arconic, including, but not limited to Contractor’s insurance and indemnification obligations. No subcontract or order will bind Arconic.

24. 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 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.

25. 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 security and compliance criteria as issued and updated by the relevant authorities Customs from time to time. Contractor will provide Arconic with documentation of such compliance upon request.

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

27. TERMINATION AND CANCELLATION: Arconic may terminate the 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 the 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.

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

29. ENTIRE AGREEMENT: The 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.

30. NO-WAIVER: No term or provision of the Contract shall 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 shall constitute a waiver of any other right, whether of a similar nature or otherwise.

31. 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.

32. SEVERENCE: 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.

33. ASSIGNMENT: Neither the 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 the Contract. Any attempted assignment without the prior written consent of Arconic will be null and void.

34. COMPLIANCE WITH LAW: Contractor agrees to comply with all applicable laws, statutes, regulations and codes from time to time in force in performing its obligations under the Contract.

35. 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.

36. GOVERNING LAW AND JURISDICTION: Any and all claims or matters of dispute between the parties to the 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, shall be resolved, governed by, construed, and enforced in accordance with the laws of the country of incorporation of Arconic. 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 shall be resolved in the courts having jurisdiction over Arconic's principal place of business with the parties irrevocably agreeing that such courts shall 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.

37. 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.

