

## STANDARD TERMS AND CONDITIONS FOR PURCHASE OF OUTSOURCED MANUFACTURING (rev 04/2020)

**1. Definitions**

The definitions below apply to these conditions.

"**Contract**" means the Purchase Order submitted on these Terms and Conditions together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions;

"**Company**" means Arconic Corporation or its subsidiary(ies) or affiliate(s) that enter into the Contract;

"**Company's Materials**" means all materials, tools, dies, moulds, software, documents, drawings, sketch, manufacturing diagrams models, memos or data about any features whatsoever, which are communicated by Company to Seller or not so supplied but used, created or developed by Seller for the purposes of producing the Deliverables or the provision of the Services;

"**Deliverables**" means the items which Seller is obliged to produce and/or develop and to provide to Company as set out in the Contract;

"**Purchase Order**" or "**PO**" means Company's purchase order for the Services and any other documentation which is specified in the purchase order form;

"**Seller**" means any individual, corporation or other entity who is to supply Services purchased by Company pursuant to the Contract;

"**Services**" means all services provided by Seller and purchased by Company under the Contract;

"**Terms and Conditions**" means these Standard Terms and Conditions for Purchase of Outsourced Manufacturing; and

"**TUPE**" means the applicable Transfer of Undertakings law.

**2. Scope of Work and Acceptance:**

- 2.1 Subject to the terms of the Contract, Seller shall provide the Services to Company, produce the Deliverables and make the Deliverables available for collection by Company in accordance with the description and specifications set out in the Contract.
- 2.2 Seller shall provide the Services with all due skill, care, prudence and foresight which would reasonably be expected from a supplier undertaking similar services and in accordance with applicable legislation.
- 2.3 Seller agrees that the terms and conditions of the Contract shall apply to the Services that it provides to Company under the Contract, though the parties acknowledge that they may have other business with each other pursuant to separate agreements which shall not be affected hereby. The Services are supplied strictly pursuant to the Contract.
- 2.4 Seller shall take all necessary and reasonable steps to ensure that it is able to meet Company's requirements for the Deliverables and to fulfil its obligations under the Contract.
- 2.5 The Contract will control the terms and conditions of the Services and will supersede any printed terms and conditions appearing on any purchase/sales order form, acknowledgment or other similar forms issued by the parties, one to the other in accordance with condition 2.6. Company may request Seller to provide further Services from time to time by placing orders for its requirements of Deliverables.
- 2.6 All POs are placed subject to the conditions set forth or referred to in these Conditions, which will apply to the Contract notwithstanding and to the exclusion of any other provisions that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 The PO constitutes an offer by Company which shall be deemed accepted by Seller on the earlier of (i) Seller issuing a written acceptance of the PO; or (ii) undertaking any act consistent with fulfilling the PO or (iii) 10 days after receipt by Seller of the PO if there is no response, at which point and on which date the Contract shall come into existence. Seller is requested to sign and return a copy of the PO within ten (10) days of receipt, but Seller acknowledges and agrees that failure by Seller to comply with this requirement shall not affect the coming into force of the Contract as set out in this condition 2.7 or the application of the Terms and Conditions to the Contract.

**3. Price/Terms:**

- 3.1 Seller warrants that the prices set forth in the Contract are complete and that no additional charge of any type will be added without Company's prior express written consent.
- 3.2 If Company provides satisfactory evidence that it can purchase Services of like quality and similar commercial terms at a lower price than the price provided by Seller, and if Seller elects not to meet such lower price, then Company may elect to purchase Services from the supplier with the lower price, and any obligation of Company to purchase Services from Seller pursuant to the terms of the Contract will be deemed to be waived by Seller to the extent of any such purchases.
- 3.3 Company will have the right to examine and audit, during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Seller's obligations as set forth in this condition and costs incurred pursuant to the Contract. Such records will be kept by Seller for a period of at least three (3) years after the expiration or termination of the Contract, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate to permit the aforementioned audit.
- 3.4 Except as expressly set forth in the Contract, Company will have no obligation to purchase any specific quantity of Services from Seller and Company will be entitled, in its sole discretion, to purchase the same or similar Services from other suppliers. Company expressly reserves the right to disclose the terms of the Contract, including but not limited to price, to third parties.

**4. Taxes:**

- 4.1 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.
- 4.2 If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company 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 therefore including registration, collection of taxes and the filing of returns where applicable.
- 4.3 Notwithstanding whether Seller must collect sales and use tax from Company, Seller 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 for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis.

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- 4.4 With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Seller, or the price or compensation under the Contract, or upon the product provided hereunder, will be the responsibility and liability of Seller.
- 5. Inspection and Quality Assurance:**
- 5.1 All Deliverables and/or Services will, before delivery, be subject to inspection, tests, and audits by Company, its agent, customer and/or any regulatory agency at reasonable times and places. Seller agrees to provide access for Company, its agent, customer and/or any regulatory agency to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. This right of access includes access to all facilities involved in the execution of the Contract, including any subcontractors, and access to all applicable quality records, including records of the calibration system.
- 5.2 Neither the inspection, testing, or auditing of any Deliverables and/or Services, nor the failure to do so, before delivery to Company will constitute acceptance of any Deliverables and/or Services or relieve Seller from exclusive responsibility for providing Deliverables and/or Services in strict conformance with the Contract and Company's specifications.
- 5.3 Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Deliverables and/or Services and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Deliverables and/or Services. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
- 5.4 Seller will retain such quality records as stated in clause 5 for a minimum period of seven (7) years after completion of the Contract or as otherwise specified in writing by Company. Deliverables and/or Services identified by Company as subject to government safety regulation will require a minimum retention period of fifty (50) years. If this retention requirement cannot be met, Seller will transfer such records to Company.
- 6. Delivery and Title:**
- 6.1 Company shall, at all times, have and retain sole title to the Company's Materials, work in process and Deliverables. Company's Materials or other materials provided to Seller by, or on behalf of, Company are consigned to Seller solely for purposes of the Contract and remain Company's (or its customer's, as the case may be) property. At Company's request, Seller will execute such other assurances and instruments as Company may deem necessary or advisable to protect its interests in Company's Materials and Deliverables and/or other property of Company.
- 6.2 Seller shall not grant or purport to grant any lien, encumbrance or security interest over the Company's Materials, work in process or Deliverables.
- 6.3 Seller shall have all risk of loss and liability for loss of or damage to Company's Materials, from the time it passes Seller's receiving gate and for all work in process and Deliverables until delivery of the Deliverables by Seller.
- 6.4 For so long as the Company's Materials, work in process and the Deliverables are within the control of Seller, Seller shall ensure that they are clearly accounted for, marked with identification numbers or other markings so that they are readily identifiable as property of Company (or its customers, as the case may be) and distinguishable from inventory or goods owned by Seller or any other party. Seller shall physically segregate any goods owned or held by Seller, including goods owned by third parties, and shall ensure that the Company's Materials, work in process and the Deliverables shall not become subject to any lien, right, or claim of any third party while in the control of Seller.
- 6.5 Company shall have the right to remove all Company's Materials from Seller's possession at any time on giving reasonable notice.
- 6.6 Company reserves the right to audit Seller's facility upon reasonable notice during normal business hours for the purposes of the Contract. This includes the right to appoint external auditors to carry out the relevant review. The date and time of such audit shall be mutually agreed by the parties. The scope of the audit shall be to:
- 6.6.1 inspect the Company's Materials, work in progress and the Deliverables held and/or to remove them; and
- 6.6.2 assess Seller's compliance with applicable laws for environmental, health, and safety, in each case to the extent related to the Services.
- 7. Rejection and Revocation of Acceptance:**
- 7.1 Deliverables will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other non-conformance, will relieve Seller of any obligations under the Contract or impair or waive any right or remedy of Company with respect to Seller's performance hereunder.
- 7.2 If, in Company's judgment, the Deliverables do not conform with the requirements of the Contract, Company will have the right to reject the Deliverables and, in addition to any other rights and remedies it may have, Company may, in its sole discretion:
- 7.2.1 return any or all nonconforming Deliverables to Seller for reimbursement, credit, replacement, or repair as Company may direct;
- 7.2.2 correct, rework, and/or repair the Deliverables with all costs associated therewith to be charged to and paid by Seller; or
- 7.2.3 hold any or all nonconforming Deliverables, at Seller's risk and expense, for disposal or correction according to Seller's instructions.
- 7.3 Any Deliverables rejected by Company and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Deliverables will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such nonconforming Deliverables that are so remedied will have the same warranty as stated in clause 8 from the date of re-delivery.
- 8. Warranty:**
- 8.1 Seller warrants that all Deliverables will conform to all applicable specifications required by Company, drawings, instructions, data, samples, standards and regulations, and will be of satisfactory quality, free from defects in design, material and workmanship, will be as described, of good quality, fit for the intended purposes, and will be free from all liens and encumbrances. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable.
- 8.2 Limitations on Company's remedies (or disclaimers of warranties) in documents of Seller, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this condition will survive inspection or acceptance of, payment for, and use of the Deliverables and completion, termination, or cancellation of the Contract, and will run to Company, its customers, successors, and assigns, and to users of the Deliverables.
- 8.3 Seller warrants that it will perform the Services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry, and to ensure that employees assigned to perform any Services under the Contract will conduct themselves in a manner consistent therewith. The Services will be rendered by Seller: (1) in an efficient, safe, courteous and business-like manner; (2) in accordance with any specific instructions issued from time to time by Company; and (3) to the extent consistent with the above, as economically sound as business judgment warrants. Seller will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.

- 8.4 Seller warrants that it and the Deliverables and Services will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with any applicable certificates of compliance therewith.
- 9. Intellectual Property Rights:**
- 9.1 Seller will indemnify, protect, defend or settle (at Seller's expense) and hold harmless Company, its parents, affiliates and its and their directors, officers, employees, agents, successors and assigns, its customers and the users of the Deliverables and/or Services ("**Indemnitees**") from all liabilities and all other obligations and proceedings and all fines and penalties imposed upon Indemnitees and all legal fees and costs and any other costs of litigation (collectively "**Liabilities**") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Company's use or sale of Deliverables and/or Services supplied under the Contract.
- 9.2 In the event of an allegation of intellectual property infringement, Seller will, at its own expense and at Company's option, either: (i) procure the right to continue using the Deliverables and/or Services; (ii) make such alterations, modifications or adjustments to the Deliverables and/or Services so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) refund the purchase price.
- 9.3 All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Services (including the Deliverables), and completion, termination, or cancellation of the Contract. If any settlement requires an affirmative obligation (other than ceasing use of the Deliverables and/or Services) of, results in any ongoing liability to or prejudice or detrimentally impacts Company in any material way, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.
- 9.4 Company retains any and all intellectual property rights in the Company's Materials supplied by Company to Seller and Company grants a non-transferable, non-exclusive, royalty free, revocable licence to Seller to use such intellectual property rights only to the extent necessary to provide the Services and such licence shall terminate immediately upon termination of the Contract or upon earlier return of the Company's Materials to Company.
- 10. Indemnity:**
- 10.1 Seller will indemnify, defend, and hold harmless Company and its Indemnitees from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to legal fees, costs and expenses of litigation ("**Claims**"), that arise out of or are related to: (i) the Services, defective Services or their manufacture, delivery, use or misuse; (ii) the performance of the Contract; or (iii) 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.
- 10.2 The parties do not anticipate that TUPE will apply either on the commencement of the Contract or on its termination. Seller shall be responsible for and shall indemnify and keep indemnified Company 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 Seller and who has been engaged in the provision of the Services.
- 11. Insurance**
- Seller agrees: (i) to maintain in full force during the term of the Contract and for a period of seven (7) years thereafter insurance to cover any liabilities arising under or in connection with the Contract, including but not limited to insurance for employer's liability, product liability, public liability, professional liability, cyber security liability, and environmental liability, where applicable, 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 Company, including Company as an additional insured, under policies of Insurance; (iii) if requested by Company to ensure that Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Company is exposed and that the limits of Insurance to which Company 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; (iv) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (v) upon Company's request, to timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance.
- 12. Termination:**
- 12.1 Company may terminate the Contract, in whole or in part, at any time for convenience by giving (one) 1 month written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Deliverables and/or performance of the Services indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a *pro rata* basis, for Services delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will become the property of Company and will be released by Seller to Company for pick-up and removal, upon demand. The provisions of this condition are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.
- 12.2 Company will have the right to terminate the Contract, in whole or in part, if the Deliverables and/or Services are, in Company's judgment, non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of the Contract, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform the Contract becomes impaired, whereupon Company will have the continuing right to obtain Services or Deliverables from another source.
- 13. Payments:**
- 13.1 All invoices for Services provided to Company will be paid in accordance with the terms of the Contract.
- 13.2 Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Products and/or Services, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. 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 Deliverables and/or Services will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Seller does not constitute acceptance of the Deliverables and/or Services covered by the invoice.
- 13.3 Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.
- 14. Confidentiality:**
- 14.1 At all times, Seller will: (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("**Confidential Information**"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract.

14.2 The obligations in this condition 14 shall not extend to:

14.2.1 any information that:

- (a) was in the public domain at the time so disclosed (unless the information so disclosed was a compilation of such publicly available information in a form not previously known);
- (b) passes into the public domain after it has been disclosed without Seller being in breach of any obligation of confidentiality;
- (c) is given to Seller by a third party who is lawfully entitled to disclose it and has no duty to respect any right of confidence in the information;
- (d) was already known (or had been independently generated) by Seller prior to its receipt or disclosure; or
- (e) the parties agree in writing is not confidential; or

14.2.2 any matter if (and only to the extent that) it is required by law, governmental or regulatory authority, any court or other authority of competent jurisdiction.

14.3 Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by the Contract and will be responsible for the disclosure or other misuse of Confidential Information. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information.

14.4 Company may, at its sole discretion, elect at any time, by written notice to Seller, terminate Seller's further use of Confidential Information and Seller shall immediately return to Company all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Company will not affect Seller's continuing obligations in this condition 14.

**15. Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company. Seller will provide all safeguards, and take all precautions, necessary in connection with the production and delivery of the Services sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Deliverables and/or Services delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company.

**16. Assignment and Subcontracting:**

16.1 Neither the Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under the Contract. Any attempted assignment without the prior written consent of Company will be null and void.

16.2 Unless otherwise specified, Seller must obtain Company's written permission before subcontracting any portion of the Contract. Except for the insurance requirements in condition 11, all subcontracts and orders thereunder will require that the subcontractor be bound by and subject to all of the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Company, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Company. Seller will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.

**17. No Violation of Law:** Seller and the Deliverables and/or Services will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with certificates of compliance therewith.

**18. Anti-Corruption:** Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller 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 is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. Without prejudice to the generality of the forgoing Seller shall, and shall ensure that all of its employees and any persons performing services on its behalf shall, fully comply with all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. If Seller or any person performing services on its behalf breaches the terms of this provision, Company may immediately terminate the Contract without any liability.

**19. Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations.

**20. Company Name/Logo:** Seller may not use the Company's name and/or logo in any manner other than as may be identified in the Contract without first obtaining written permission from Company.

**21. Hazardous and Dangerous Goods and Materials:** Seller warrants: (1) that any chemical substance or mixture delivered to Company pursuant to the Contract is lawfully available for sale and use; (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 Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Company'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 the Deliverables required by Company to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to-know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Company 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 Company's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Company pursuant to the Contract. Seller will not deliver any Deliverables containing asbestos.

**22. Import/Export Compliance:** If any Deliverables and/or Services are to be delivered into any other country, Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of such Deliverables and/or Services, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in the Contract, the payment of all associated duties, taxes and fees.

**23. Changes:** Company may, at any time, in writing, make changes to the general scope of the Contract, including changes to drawings, designs, specifications, materials, or packing, 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. Any claim by Seller for any adjustment hereunder must be made within fifteen (15) working days of the date Seller is first notified of the change. Seller will not supply substitute material or service without the prior written consent of Company. Seller will not make any changes in its process or processing parameters that could affect performance or consistency of the Company's products without advance, written notification to Company and prior, written approval by Company of such changes. Company may request from time to time data on the current revision status of any process used for processing the Company's products in order to verify the change status.

- 24. Notifications:** Seller agrees to immediately notify Company of any actual or possible safety or quality problems with the Deliverables and/or Services delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, labour disputes, insolvency or other matters that might delay or interfere with its performance of the Contract.
- 25. Company's Property and Parts:** All Company Materials and property, including but not limited to supplies, materials, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment and other items of any kind supplied to Seller, or paid for, or for which Seller has been reimbursed, by Company, or for which Company has agreed to reimburse Seller, will be and remain Company's (or its customers', as the case may be) property. Seller will mark, tag or otherwise identify Company property as such. Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Deliverables delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. Company's property will not be used by Seller for any purpose other than the performance of the Contract; will not be commingled with the property of Seller or with that of a third party; and will not be moved from Seller's premises or altered without Company's prior written consent. Seller will keep adequate records of Company's property and parts which records will be made available to Company upon request. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. Seller will indemnify, protect, defend and hold harmless Company, its successors and assigns from and against all claims and liens adverse to Company's ownership of Company's property and all loss or damage to such property occurring while in Seller's custody or control. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.
- 26. Scrap:** Any product scrap, slit trim, drop, heads, tails, chips, shavings, offal and/or rejected material generated at Seller's location through Seller's processing of materials or parts provided by, or on behalf of, Company will be and remain Company's property. Seller will not commingle any scrap generated by the conversion or tolling of Company's property with any other material or tolled products from others. Unless otherwise specified, the Company's preferred disposition for all scrap is return to Company location. All scrap will be suitably packaged and prepared for return to Company, or to other location when specified by Company, FCA (Incoterms 2010) Seller's facility. Seller will segregate scrap by material alloy, mark it with appropriate identification, and keep it clean and dry.
- 27. Inventory:** Company will have the right of access to inspect and examine Company Materials, property and parts in Seller's facility at all reasonable times. When requested to do so by Company, Seller will take a physical inventory of all Company Materials, owned property and parts held by Seller and submit to Company an itemised report of such inventory.
- 28. Force Majeure:** In lieu of any provisions under local law the parties shall follow the process set out below in the event of 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, beyond its reasonable control and without its fault or negligence provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and products and services to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Company may purchase the Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.
- 29. Background/ Checks:** Seller, at its own expense, to the extent permitted by law, will have background and credit checks performed on each employee that it plans to assign to work on the Company's premises.
- 30. Transition of Supply:** In connection with termination of the Contract or Company's decision to change to an alternate source of supply of the Services, Seller will cooperate in the transition, including the following (collectively, "**Transition Support**"): (a) Seller will continue delivery of all Deliverables and/or Services as ordered by Company, at the prices and other terms stated in the Contract, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Company's ability to obtain Services as needed; (b) make available for collection all Company Materials and (c) subject to Seller's reasonable capacity constraints, Seller will provide special services as expressly requested by Company in writing. If the transition occurs for reasons other than Seller's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Any costs incurred by Seller without Company's prior written consent shall be for Seller's account.
- 31. Quality Assurance:** Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the delivery of Services and Deliverables and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Services and Deliverables. Seller agrees to notify Company of any change to Seller's quality control/assurance program as well as certificates, affidavits and other such records relating to the Services and Deliverables. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
- 32. Supplier Standards:** Seller acknowledges that it has access to, has read and understands Company's standards of conduct as set forth in Arconic Supplier Standards (the "**Guide**") as published at <https://www.arconic.com/global/en/contact/supplier/pdf/supplier-standards-English.pdf>.
- 33. Conflict Minerals:** Any goods to be supplied by Seller 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 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 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.
- 34. 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 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 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.

## SENSITIVE

If applicable, Seller agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. Seller 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. Seller will provide full cooperation and assistance to Company regarding any such complaint or request.

If Seller fails to comply with any of the Privacy Laws, Company 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 Company, Seller 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 Seller's business relationship with Company, enhancing Company's ability to contact Seller and its employees, and enabling Company to process and track Seller'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.

**35. Governing Law and Jurisdiction:** The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the country of incorporation of the Company. Any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of the country of incorporation of the Company, and the parties hereby irrevocably submit to the exclusive jurisdiction of these courts for these purposes. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded.

**36. No Waiver:** Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with the Contract will not limit or restrict the future exercise or enforceability of those rights.

**37. Third Party Rights:** A person who is not a party to this Contract shall not have any rights under any applicable law, regulation or otherwise to enforce any term of this Contract.

**38. Entire Agreement:**

38.1 The Contract constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made by, or on behalf of, the parties and relating to its subject matter. Custom and practices agreed or applied by the Parties in their business interactions before shall not form part of the Contract. Customs, which are widely and continuously applied in the given industry by the parties of similar contracts, shall also not form part of the Contract either.

38.2 Each party confirms that it has not relied upon, and (subject to condition 38.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to the Contract) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Contract.

38.3 Subject to condition 38.4, neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Contract.

38.4 Nothing in the Contract shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

**39. Severance**

If any term, provision, covenant or condition of these Terms and Conditions is held invalid or unenforceable for any reason, the remaining provisions of these Terms and Conditions shall continue in full force and effect and that provision (or part provision) shall be deemed deleted, provided the effectiveness of the remaining portions of these Terms and Conditions will not defeat the overall intent of the parties. In such a situation, the parties agree, to negotiate in good faith a replacement provision to accomplish the originally intended effect to be incorporated into these Terms and Conditions.

**40. Other Provisions**

Time is of the essence with respect to Seller's performance hereunder. Any remedies provided herein to Company are cumulative and in addition to any other remedies provided in law or equity or by statute.