

ATEP UK TERMS AND CONDITIONS OF SALE (November 2016)

1. Definitions

The following terms and conditions ("Terms") shall be the sole terms and conditions governing the sale of Goods (as defined below) by RTI International Metals Limited, RTI Advanced Forming Limited, or RTI Extrusions Europe Limited or any of their respective Affiliates (as defined below), trading as "ATEP" or "Arconic Titanium & Engineered Products," to the Customer (as defined below). The term "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity. The term "Customer" means the individual, corporation or other legal entity that has submitted an Order to ATEP. The term "Order" means Customer's expressed desire, whether oral or written, to procure Goods or Services from ATEP which shall set forth the identity of the Customer, the identity of the Goods being purchased, the quantity of the Goods being purchased, the destination for delivery of the Goods, and other material information. The term "Goods" means all of the products and materials that Customer desires to purchase from ATEP. The term "Contract Documents" means, in relation to each contract for the sale of Goods or the provision of Services by ATEP to Customer (a) the Terms (b) any Order acknowledgement, advice, despatch note or other delivery documentation or invoice given by ATEP to Customer in respect of the contract and (c) any other document expressly accepted by ATEP in writing as forming part of the contract, and "Contract Document" shall mean any one of them. The term "Services" or "Hirework" means the processing by the Company of materials in accordance with the requirements of Customer, as set out in the Contract Documents. The sale of Goods or the provision of the Services that are the subject of the Order related hereto will be governed solely by these Terms.

2. Acceptance

All Orders are subject to acceptance by ATEP in its sole discretion and as evidenced in a written order acknowledgement and a Contract (hereinafter referred to as "Contract") will only come into being upon acceptance in writing by ATEP of the Order. The Contract Documents, including these Terms, are the sole terms and conditions that will govern the Contract to the exclusion of any other terms and conditions that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer's agreement will be conclusively established: (i) when Customer has received and retained these Terms for ten (10) days without objection, or (ii) by Customer's acceptance of all or any part of Goods. ATEP objects to any terms or conditions which differ from, or are additional to, those stated in these Terms. After acceptance of an Order by ATEP, the Contract Documents may only be modified by a writing signed by a director of ATEP.

3. Price

- The price stated in the Contract Documents and payable by Customer is based on the cost to ATEP of raw materials, fuel and power, transport and labour and other costs at the date of acceptance of the Order or quotation (whichever is the earlier). If at the date of despatch of the Goods from ATEP's works or shipments there has been any increase in all or any of such costs the price payable for the Goods or the provision of Services may, on notification to Customer by ATEP, be increased accordingly.
- The foregoing prices do not include any value added tax or any other tax or duty related to the manufacture, transportation, export, import, sale or delivery of the Goods or provision of Services (if any) and all such taxes in effect or hereafter levied, shall be paid by Customer. All prices are net and are in US dollars unless otherwise agreed. Quotations in a currency other than US dollars are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

4. Payment

- Subject to credit approval and any contrary terms set forth on ATEP's invoice, payment terms are net thirty (30) days from the date listed on ATEP's invoice. Whenever reasonable grounds for insecurity arise with respect to due payment by Customer, ATEP may demand different terms of payment from those specified herein and may demand assurance of Customer's due payment. Any such demand may be oral or written and ATEP may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Customer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, ATEP may, at its option, treat such failure or refusal as a repudiation of the portion of the Contract which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.
- If any payment is not made on or before the date for payment, ATEP reserves the right to charge interest on the amount outstanding at the rate of 2% per month from the due date for payment until the day payment is received by ATEP. Such interest shall run from day to day and shall accrue after as well as before and judgment and shall be compounded monthly on the amount overdue until payment thereof.
- Time of payment by Customer shall be of the essence of the Contract.
- ATEP shall, in respect of all unpaid debts from Customer, have a general lien on all Goods and property of Customer (whether or not paid for), in the possession of ATEP.
- ATEP and shall be entitled, upon expiration of 14 days' notice, to dispose of such Goods or property as it thinks fit and to apply the proceeds towards such debts.
- In the event ATEP makes a payment to Customer in connection with a Contract, Customer agrees:
 - All payment to Customer shall be made payable to Customer in the country in which Customer does business or resides.
 - All payments to Customer shall be made by telegraphic transfer /wire transfer or by an ATEP cheque delivered to Customer in the locations where it does business or resides.
 - ATEP has the right to suspend or withhold payment pending an investigation into any suspected violation of the prohibition of bribery provisions contained herein, or violation of any applicable anticorruption law and/or the United States Foreign Corrupt Practices Act.
 - Under no circumstances shall ATEP issue any payment under any Contract directly to any owner, director, officer, employee, representative agent or consultant of Customer.
 - No request for cash payments or cash equivalents will be accepted by ATEP.

5. Delivery and Delays

Customer agrees that any delivery dates specified in the Order, or in an acknowledgement provided by ATEP, are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. ATEP shall use reasonable efforts to fulfill the relevant Order in accordance with the estimated shipping date provided by ATEP. ATEP shall neither be responsible for any delays in fulfilling all or part of any Contract nor liable for any losses or damages resulting from any delays. No delay shall entitle Customer to reject any delivery or further installment or part of the Contract of any other Order from Customer. Should expedited delivery be agreed and necessitate overtime or additional costs, such costs and additional expenses shall be paid by Customer.

6. Force Majeure

ATEP will not be liable for delays in fulfilling any Contract or failure in the performance of any of its obligations caused by anything beyond the reasonable control of ATEP, including, but not limited to, accidents, labor disputes or disruptions, strikes, terrorist acts, war, shortages of labor, materials, fuel or power, fires, floods, or other acts of God, acts or omissions of Customer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of any governmental authority, restrictions imposed by applicable law, or anything else similar to the foregoing causes.

7. Equipment/Tooling

- Any equipment, including jigs, dies and other non-recurring tooling ("Tooling") which ATEP constructs or acquires for use exclusively in the production of Goods or the provision of Services for Customer under these Terms will be and remain ATEP's property and in ATEP's possession and control. If Customer pays for or otherwise reimburses ATEP for Tooling, then ATEP will use such Tooling solely to produce Goods or to provide the Services for Customer under the Contract and for no other customer. ATEP will require written permission from Customer to use Tooling to produce Goods for a third party.
- When for three consecutive years Customer places no orders with ATEP for Goods to be produced or Services to be provided using the Tooling, then ATEP may, by written notice to Customer at Customer's last known address, notify Customer of ATEP's intent to dispose of such Tooling (if permitted by law). If Customer fails to: (i) place an order with ATEP for Goods to be produced or Services to be provided using such Tooling; or (ii) arrange for the transfer (at its own cost) of any Tooling that it has paid for or reimbursed ATEP for, in both cases within 30 days of such notice, then ATEP may dispose of such Tooling (if permitted by law) in its sole discretion without liability to Customer.
- Any materials or equipment (including but not limited to supplies, patterns, dies, tools, drawings or equipment) furnished by Customer to ATEP will be carefully handled and stored by ATEP while in ATEP's possession. ATEP shall be entitled to assume that any such materials or equipment is in good condition, true to drawings and entirely suitable to ATEP's methods of production, and for the production of the Goods in the quantities required. While ATEP uses all reasonable efforts to verify such material or equipment supplied by Customer, no responsibility is accepted by ATEP for their accuracy. All replacements, alterations and repairs to Customer's materials or equipment shall be paid for by Customer. Over a period of three consecutive years, if ATEP does not accept any Orders from Customer for Goods to be made or Services to be provided with any such equipment or materials, ATEP may, by written notice to Customer, request Customer to make arrangements for the removal of such materials or equipment at Customer's expense. If Customer fails to reply or otherwise dispose of the equipment or materials within thirty days of the date of ATEP's notice, ATEP may make such use of or dispose of such equipment or materials in its sole discretion without liability to Customer.

8. Goods for Development or Testing

IF GOODS ARE SAMPLES OR FOR DEVELOPMENT OR TESTING, EXCEPT TO THE EXTENT SUCH EXCLUSION IS PREVENTED BY LAW ATEP MAKES NO WARRANTIES OF ANY KIND OR NATURE FOR SUCH GOODS AND ATEP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF SATISFACTORY QUALITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY SUCH GOODS AND RELATED SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS, WITH ALL FAULTS." Notwithstanding any other provision in these Terms, ATEP has no obligation, liability or responsibility with regard to any sample, developmental or test Goods supplied by ATEP under any Order. Customer will indemnify, defend and hold ATEP harmless from all claims, demands, and causes of action asserted against ATEP (including reasonable attorney's fees), including without limitation claims for personal injury, illness, death or loss or damage to physical property, resulting from or arising out of Customer's purchase, use or sale of sample, developmental or test Goods.

9. Hirework

- Hirework services and work by ATEP involving the use of Customer's materials is undertaken by ATEP only on the express understanding that ATEP cannot be responsible for any distortion, faults or defects which appear or develop during, or are caused by the work, howsoever arising, even resulting from any fault or negligence or mistake of ATEP. ATEP gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities it will endeavour to correct any such distortion, faults or defects at Customer's expense and risk.

- Customer warrants that the materials delivered for the Hirework will (i) be prepared and ready for the Hirework; and (ii) not be in a dangerous or defective state.
- Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hirework shall become the property of ATEP but it is expressly agreed between ATEP and Customer that ATEP may at any time order Customer to remove any such waste material and Customer hereby agrees that on receipt of any such order from the Company it will forthwith comply with such order.
- Customer agrees that it will reimburse ATEP for any damage caused to any plant or machinery of ATEP by the material supplied by Customer to ATEP.
- Customer will be responsible for insuring and will maintain at all times insurance for the materials provided by Customer whilst in the possession of ATEP.

10. Warranty, Exclusive Remedy

- ATEP warrants to Customer that Goods manufactured by ATEP and supplied solely for use in commercial applications will be, at the time of shipment, conveyed with good title thereto, free from security interests, liens and encumbrances unknown to Customer. ATEP warrants that the Services will be provided with due care and attention. ATEP also warrants to Customer that Goods manufactured by ATEP and supplied solely for use in commercial applications will, at the time of shipment, conform to the agreed upon specifications and free from defects in material and workmanship for a period of six (6) months from the date of shipment (at which point this warranty will expire). Customer must make a claim for breach of warranty under this Section 10(a) prior to expiration of the six (6) month warranty period, notwithstanding any longer statute of limitations. The foregoing warranty in this Section 10(a) will only apply to Goods that are properly installed, maintained and/or operated under normal conditions. ATEP will have no liability whatsoever in respect of any defect arising from (i) Customer's specifications, (ii) ordinary wear and tear, (iii) willful damage by Customer or its customers, (iv) negligence on the part of Customer or its customers, (v) abnormal storage or working conditions at Customer's or any of its customers' facilities, (vi) Customer's or any of its customers' failure to follow ATEP's instructions (whether oral or in writing), or (vii) Customer's or any of its customers' misuse or alteration or repair of Goods sold hereunder without ATEP's prior written approval.
- Except to the extent such exclusion is prevented by law ATEP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH IN THIS SECTION 10. ATEP MAKES NO WARRANTY THAT GOODS SHALL BE OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. ATEP makes no warranty whatsoever with respect to Goods manufactured by third party suppliers. Warranties with respect to such Goods are limited to those which are offered by such suppliers and are transferable to Customer.
- ATEP's sole liability and Customer's exclusive remedy for any tender of nonconforming Goods or breach of warranty is expressly limited to ATEP's choice of (i) the repair of the nonconforming Goods or, in the case of Services, the re-performance of such Services, (ii) the replacement of the nonconforming Goods with conforming Goods at the applicable delivery point, or (iii) the refund of that portion of the purchase price represented by the nonconforming Goods. Any such repair, replacement or refund will be made only upon return of the nonconforming Goods to a location designated by ATEP. ATEP shall pay the transportation costs for returning nonconforming Goods if ATEP inspects the nonconforming Goods, approves of such return and provides shipping instructions to Customer.
- Except as expressly set forth in this Section 10, all other conditions implied by Section 13 and 14 of the Sale of Goods Act 1979 are excluded.

11. Inspection, Acceptance or Rejection

- Where the Contract provides for testing or inspection of the Goods by or on behalf of Customer before delivery (whether at the ATEP's site or elsewhere), then Customer shall inspect and/or test the Goods within 7 days of being notified by ATEP that the Goods are available for inspection or testing. If Customer does not inspect or test the goods within the time specified by ATEP in that notice or if within 14 days of such testing or inspection Customer does not give notice to ATEP stating that, and specifying the reasons why, the goods do not comply with the Contract, then Customer shall conclusively be deemed to have accepted that the Goods comply with the Contract Documents and shall not be entitled to reject the goods on the grounds of anything which such inspection or testing has or would have revealed.
- If the Goods or any part of them are received by and or delivered to Customer (or its servants or agents), then, notwithstanding the provisions of 35 or 35A of the Sale of Goods Act 1979, Customer shall be deemed to have accepted those Goods and (where applicable) the whole of them.
- See also Clause 10 above in relation to Customer's rights of rejection and the rejection process which must be followed.

12. Limitation of Liability

- ATEP shall not in any circumstances be liable to Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods or the provision of the Services or otherwise in connection with any Contract:
 - loss or damage incurred by Customer as a result of third party claims;
 - loss of actual or anticipated profits;
 - loss of actual or anticipated projects
 - loss of business opportunity;
 - loss of anticipated savings;
 - loss of goodwill;
 - injury to reputation; or
 - any indirect, special or consequential loss or damage howsoever caused.
- In any event, ATEP's liability to Customer will not exceed the purchase price of Goods or the provision of the Services on which such liability is based. Customer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Goods or receipt of the Services, either alone or in combination with other products. Customer agrees to obtain appropriate insurance coverage to insure itself against claims and losses in excess of ATEP's maximum aggregate liability under this Section 12. Nothing in the Terms shall operate to exclude any liability that either party may have to the other in respect of any fraudulent statements or acts prior to entry into these Terms.
- Any clauses in the Terms operating, or which may operate, to exclude or limit ATEP's liability in any respects shall not operate to exclude or limit any liability of ATEP for death or personal injury caused by ATEP's negligence or otherwise that cannot be lawfully excluded or limited.

13. Intellectual Property

- Customer agrees, for Goods delivered under an Contract, to (i) defend ATEP against charges of infringement or misappropriation of any third party intellectual property to the extent that such charge arises from designs, specifications or instructions furnished or explicitly or implicitly required by Customer; and (ii) indemnify and hold ATEP harmless against any costs associated with any such charges, including but not limited to costs of settling any dispute, and all court, or other alternative dispute resolution, assessed damages and costs.
- Customer agrees to provide information and reasonable assistance to ATEP, upon request, to the extent such information and assistance are required by ATEP to defend against any infringement claim.
- No right, title or interest in and to any development, invention, or work of authorship conceived or developed by ATEP during the course of performance of any Contract is conveyed to Customer. The sale of Goods or the provision of the Services covered by any Contract shall not grant to Customer any right or license of any kind under any patent or other intellectual property owned or controlled by ATEP or under which ATEP is licensed, but the foregoing shall not be understood to limit in any way Customer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

14. Indemnity

Customer shall release, hold harmless, indemnify and defend ATEP, its present and future officers, directors, officials, employees, agents, Affiliates, successors and assigns (collectively "Indemnitees") from any liability, including without limitation liability for negligence or strict liability, claims, demands, penalties, fines, forfeitures, damages, losses, suits and costs, including attorneys' fees (collectively "Liabilities"), regardless of the basis of liability or legal principle involved, including without limitation personal injury (including death) or property damage, which any or all of them may suffer, incur, be responsible for or pay as a result of, caused by, arising out of or relating to (i) Customer's design, drawings or specifications given to ATEP by Customer in respect of Goods produced by ATEP or the provision of the Services by ATEP for Customer, (ii) Customer's testing, purchase, use or sale of Goods, (iii) defective materials or products supply by Customer to ATEP and incorporated by ATEP in Goods produced by ATEP for Customer or used in the provision of the Services by ATEP or (iv) for any act or omission of Customer or its successors, assigns, agents, representative or employees in connection with the Contract. Customer expressly agrees that Customer will indemnify, defend and hold harmless the Indemnitees in connection with this Section 14 even if any or all of the Liabilities incurred, suffered, paid out or allocated to any or all of the Indemnitees is caused in whole or in part by the active or passive negligence of one or more of the Indemnitees.

15. Cancellation and Termination of Contract

- Customer may not terminate any Contract without the written consent of ATEP. If ATEP consents to such termination, reasonable termination charges computed by ATEP shall be assessed in connection with such termination.
- ATEP reserves the right to decline any Order.
- ATEP shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part any or every Contract between itself and Customer or to suspend any further deliveries under any or every Contract in any of the following events:
 - if any debt is due and payable by Customer to ATEP but is unpaid;
 - if Customer has failed to provide any advanced payment or security requested by ATEP or a letter of credit, bill of exchange or any other security required by the Contract Documents provided that in such event ATEP's rights of termination or suspension under this Section 15 shall apply only in regard to the particular contract in respect of which Customer shall have so failed;
 - if any guarantee or other security for trading in respect of Customer's obligations under the contract or under the Contract Documents is cancelled, suspended or amended in any respect;
 - if, in the reasonable opinion of ATEP, the delivery (or any steps required in connection with the delivery) would involve a level of risk to the health or safety of any person that would constitute a breach, or potential breach, of any legal obligation by Customer and/or ATEP or would be excessive or unreasonable;
 - if Customer has failed to take delivery of the Goods under any contract between it and ATEP otherwise than in accordance with Customer's contractual rights or Customer is otherwise in breach of any such Contract;
 - if Customer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for

- the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, Customer suspends payment of his or her debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if Customer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law; or
- vii. there is an imposition of any new, additional or increased tax, public charge, freight, tariff or duty which may after the date of the quotation or Contract which is levied on or imposed on the Goods to be sold, or upon any sale, delivery, or other action taken under or in connection with any Contract to which these Sections apply, or upon the export or import of such Goods or materials required to produce the Goods.
- d) ATEP shall be entitled to exercise its rights of termination or suspension under this Section 15 at any time during which the event giving rise to such rights is continuing and has not been remedied and, in the event of a suspension, ATEP shall be entitled, as a condition of resuming delivery under any contract between it and Customer, to require prepayment of, or such security as it may require for the payment of, the price of any further Goods. If ATEP is entitled to exercise its rights of termination or suspension under this Section, ATEP shall further be entitled by notice to Customer to treat all sums which are then due to ATEP under any contract between ATEP and Customer but which are not then payable, as being immediately due and payable.
- 16. Delivery, Title and Packaging**
- a) The delivery terms for any Goods sold shall be as stated in ATEP's order acknowledgement, or as otherwise agreed in writing by the parties.
- b) If for any reason Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery or collection ATEP may arrange for storage of the Goods at Customer's risk and Customer shall be liable to ATEP for the reasonable costs (including insurance) of such storage, vehicle or wagon detention or demurrage of ships, in each case, as a consequence of any act or omission of Customer, or its servants or agents or as a result of any special requirement or stipulation not set out in the Contract Documents. This provision is without prejudice to any other right which ATEP may have in respect of Customer's failure to take delivery of the Goods or pay for them in accordance with the Terms.
- c) Where the Goods are to be collected by Customer within 3 days of being so notified, ATEP may despatch the goods itself at Customer's expense and risk (if an address for delivery of the goods has not been specified by Customer, to such address of Customer as ATEP may in its discretion decide) or store them at Customer's expense and risk, in which case the Goods shall be deemed to have been delivered.
- d) Until ATEP has been paid in full (in cash or cleared funds) for the Goods and until all other monies due or which become due from Customer to ATEP on any account whatsoever have been paid in full (in cash or cleared funds), the following provisions shall apply:
- i. legal and beneficial ownership of such Goods remain with ATEP;
- ii. Customer shall have a right to possession (but not ownership) of such goods and shall ensure that the Goods shall be clearly marked and identifiable as being ATEP's property;
- iii. ATEP may recover all or any part of such Goods at any time from Customer if they are in Customer's possession and any of the events in Section 15 c) has occurred and for that purpose ATEP, its agents and representatives may enter upon any land or building upon or in which such Goods are situated;
- iv. Customer has a right to dispose of such Goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by ATEP giving to Customer notice at any time and such right being automatically terminated (without notice) upon the happening of any of the events referred to in Section 15 c);
- v. ATEP shall package the Goods in accordance with applicable industry standards; and
- vi. even if legal title to the Goods has not passed to Customer, ATEP may nevertheless maintain an action against Customer for the purchase price and all other monies in relation to the Goods notwithstanding Section 49 of the Sale of Goods Act 1979.
- 17. Shipments**
- ATEP may make partial shipments and invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. However, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments under these Terms.
- 18. Confidentiality**
- All information disclosed by ATEP to Customer relating to ATEP's business affairs, including but not limited to pricing information, production methods, proprietary data, trade secrets, inventions, engineering designs, and test results, whether or not marked as confidential and whether disclosed orally, visually or in writing by way of any medium (collectively, "Confidential Information"), shall be maintained as confidential by Customer and will not be published or disclosed to any third party without the prior written consent of ATEP. Confidential Information shall not include information: (i) previously known to Customer; (ii) that is generally publicly available; (iii) that is or becomes available from a third party that is not under a duty of confidentiality; (iv) that is independently developed by the Customer; or (v) is required to be disclosed pursuant to any applicable law, regulation or an order issued by a court or governmental agency.
- Unless otherwise agreed to in a written non-disclosure agreement executed by the parties, ATEP will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by ATEP during the course of performance hereunder is conveyed to Customer. ATEP does not grant to Customer, and nothing contained herein will obligate or be construed to obligate ATEP to grant to Customer any license under any patents or other intellectual property owned by ATEP.
- 19. Changes**
- Any changes requested by Customer as a condition of entering into a Contract or subsequent to entry into a Contract which change the basis of ATEP's quote, including the terms and conditions of these Terms, will be subject to the consent of ATEP and an equitable price adjustment as determined by ATEP.
- 20. Affiliates**
- Any Contract may be performed (subject only to any Customer pre-qualification requirements) and all rights hereunder against Customer may be enforced by ATEP or any one or more of ATEP's Affiliates.
- 21. Compliance**
- Customer warrants that it will comply with all applicable laws in the United Kingdom and Europe and also any applicable United States federal, state and local laws and regulations including import and export laws and regulations and with all applicable export and import licenses and their provisions. Customer specifically represents and warrants that it shall, where applicable to the Goods, comply with the import and export laws and regulations of the United States of America, including but not limited to, the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations, the International Traffic in Arms Regulations ("ITAR") of the United States Department of State and the Export Administration Regulations ("EAR") of the United States Department of Commerce. Customer is advised that the Goods may be controlled for export purposes. Each party acknowledges that in no event shall ATEP be obligated to take any action that ATEP believes, in good faith, would cause it to be in violation of any laws, regulations, rules, decrees or directives applicable to ATEP or Customer.
- 22. Anticorruption**
- a) **Prohibition of Bribery** It is the intent of the parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit. Customer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the Contracts or transactions governed by these Terms or in connection with any other business transactions involving ATEP, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to:
- i. any governmental official or employee (including any employee of a government corporation or public international organization);
- ii. any political party, official or worker of a political party, or candidate for public office;
- iii. any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or
- iv. an intermediary for payment to any of the foregoing.
- b) **Customer Representations and Warranties**
- Customer hereby represents, warrants and covenants to ATEP as follows:
- i. Customer and its owners, directors, officers, employees and agents have not and will not pay, offer, promise to pay or authorize the payment directly or indirectly of any monies or anything of value to any government official, representative or employee or to any political party, holder of public office, or candidate for public office in connection with any Contract. Customer acknowledges that, for purposes of this Section 24, a "government official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over such entity, as well as officials, representatives and employees of public international organizations;
- ii. None of Customer's owners, directors, officers, partners, employees, agents or close family members thereof, i.e., spouses, children, parents and siblings, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office, or a candidate for public office. Customer covenants that it will inform ATEP promptly in writing, if any such person assumes such a position while at the same time remaining one of Customer's owners, directors, officers, partners, employees or agents;
- iii. All information that has been submitted by Customer to ATEP is complete, truthful and accurate. Customer will not prepare, approve or execute any contract or other document or make any record that Customer knows or has reason to know is false, inaccurate or incomplete;
- iv. Customer is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding;
- v. Customer does not have any existing or potential relationship creating a conflict of interest that restricts or is otherwise in conflict with its ability to perform hereunder;
- vi. Customer is fully qualified to perform hereunder in accordance with the laws, regulations, rules, decrees and other directives applicable to it. Customer has obtained licenses or completed such registrations as may be necessary or required to perform as set forth in the Contract Documents;
- vii. Neither Customer nor any of its owners, directors, officers, partners, employees or agents has been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude, nor has any such person been listed by any government agency as debarred, suspended, proposed for suspension or disbarment or otherwise ineligible for government procurement programs; and
- viii. While conducting business with ATEP, Customer agrees to give prompt written notice to ATEP in the event that Customer breaches any of the warranties, representations or covenants contained herein. Customer further agrees to give prompt written notice to ATEP about any potential violation of any of the warranties, representations or covenants contained herein of which it obtains knowledge or becomes aware or has reasonable grounds to believe has occurred.
- Notices under the foregoing provision shall be directed to:
- Vice President and Chief Ethics and Compliance Officer
Arconic Inc.
390 Park Avenue
New York, New York 10022
USA
Telephone: 212-836-2739
Facsimile: 212-836-2807
- Customer agrees to cooperate fully and in good faith with ATEP and its representatives in the event of any actual or potential violation by it, or any of its owners, directors, officers, employees or agents, of the Bribery Act 2010 or the Foreign Corrupt Practices Act or any other applicable anti-corruption law, or any warranties, representations or covenants contained herein, including providing access for interviews to its owners, directors, officers, employees and agents.
- c) **Books and Records/Audit Rights** While conducting business with ATEP, and for a period of five (5) years thereafter, Customer agrees to maintain records that accurately and completely document all services performed; all payments received or made (whether in kind or in cash); and all expenditures incurred by Customer on behalf of ATEP. If Customer is considered to be an "Intermediary," as defined by ATEP's Anti-Corruption Policy, ATEP may, from time to time, upon written notice, audit Customer's books and records to the extent that such books and records relate to Customer's business with ATEP hereunder to confirm Customer's compliance with this Section 24. Customer agrees to furnish promptly to ATEP any additional information it may reasonably request to verify compliance with this Section 24.
- d) **Termination** In the event of a breach of any of the representations, warranties or covenants made by Customer herein (including but not limited to the failure to pay any invoice when due), ATEP may, in its sole discretion and in addition to any other remedies it may have under law or these Terms, terminate any Contracts without notice. Any claims for payment by Customer with regard to Contracts or transactions under these Terms, including claims for services previously performed, shall be automatically terminated and cancelled, and all payments previously paid by ATEP to Customer shall be refunded to ATEP by Customer. Customer shall further indemnify and hold ATEP harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of the Contracts.
- e) **Annual Certification and Training** Customer agrees that it will certify annually in writing, at the request of ATEP, its compliance with all applicable laws in connection with its performance hereunder. In addition, it will certify annually (in the form of a Certificate to be provided by ATEP), that it has not (and to its knowledge no other person, including but not limited to every director, officer, employee, representative, consultant or agent of Customer) made, offered to make, or agreed to make any loan, gift, donation, or other payment, directly or indirectly, whether in cash or in kind, to or for the benefit of any government official, political party, party official, candidate for political office, or officer of any government subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof to secure or retain business, influence any decision or obtain any benefit for ATEP. Customer agrees to promptly re-certify to the above upon request of the ATEP. Customer also will complete periodic anti-corruption training provided by ATEP.
- f) **Review and Acknowledgement** If Customer is an Intermediary for purposes of ATEP's Anti-Corruption Policy, Customer represents that it has received a copy of ATEP's written Anti-Corruption Policy (a copy of which also may be obtained from ATEP upon request). Customer certifies that it fully understands the Policy, agrees to take no action that might be a violation of the Policy and will ensure that it, its officers, directors, and employees act in compliance with the Policy.
- g) **Indemnity** Should Customer's actions, or the actions of its owners, directors, officers, employees, representatives, consultants or agents, result in the assessment of any fine, penalty or disgorgement of profits against ATEP for violation of applicable laws, Customer hereby agrees to indemnify ATEP therefor.
- 23. Assignment**
- ATEP has chosen to conduct business with Customer on the basis of Customer's experience and qualifications, including Customer's reputation for ethical business conduct and compliance with applicable laws. Thus, no rights or obligations of Customer under the Contract Documents, including but not limited to the right to receive payment or Goods or Services, shall be assigned, transferred or subcontracted to any third party without the prior written consent of ATEP. Customer shall not utilize or employ any agent, individual or entity in connection with Customer's performance of its duties under these Terms without the express prior written approval of ATEP. Contracts may not be assigned by Customer without the prior written consent of ATEP.
- 24. Electronic Commerce**
- At ATEP's request, ATEP and Customer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Section 26 and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.
- 25. Consumer Protection Act 1987 – Information and Liability**
- All warnings, data sheets, diagrams and other information as to the use, storage, construction, assembly or disposal of the Goods which are made available to Customer before, at the time of or after the time of supply of the Goods to Customer ("data") shall be compiled with by Customer or (as the case may be) supplied by Customer to any person to whom Customer supplies the Goods or any product in which the Goods are incorporated, and Customer shall impose a similar requirement on such person. Customer shall indemnify ATEP in full against all liabilities, costs, claims, demands and expenses resulting from any failure by any person other than ATEP to comply with the data or to make the data available to any other person. Customer will notify ATEP of any intended application of the Goods other than that contemplated in the Contract or ATEP's written acknowledgement so as to enable ATEP to consider whether or not the Goods would be safe for use in such application. ATEP shall not be liable to Customer in respect of any defect in the Goods (under the provisions of the Consumer Protection Act 1987 or otherwise) where such defect is attributable to any act or default of a person other than ATEP, unless Customer is a person who suffers damage within the meaning of Section 5 of the Consumer Protection Act 1987 (death of or personal injury to or loss or damage to any property of a consumer of products).
- 26. Miscellaneous**
- a) These Terms and each Contract are governed by and will be construed in accordance with English law. The English courts have jurisdiction to settle any dispute arising out of or in connection with these Terms. For the avoidance of doubt, the United Nations Convention on the Sale of Goods shall not apply to any Contract. Each party submits to the exclusive jurisdiction of the English courts with respect to such disputes, subject to Section 28(f).
- b) No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.
- c) These Terms may be modified only by a writing signed by both parties.
- d) The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. If any provision or application of these Terms is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms including the invalid or unenforceable provision.
- e) The Contract Documents constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter of the Contract.
- f) If the Contract forms an international supply contract as defined by Section 26 of the Unfair Contract Terms Act of 1977 and Customer has its place of business or habitual residence in a country outside the European Union then any dispute, difference or question which shall at any time arise between the parties as to the construction, meaning or effect of these Terms or the rights and liabilities of the parties or otherwise howsoever arising relating thereto shall be referred to the decision of a single arbitrator to be nominated in the event of a disagreement between the parties by the President for the time being of the London Chamber of Commerce such arbitration to take place in London in accordance with International Chamber of Commerce Rules and this Section shall be deemed to be an arbitration agreement within the meaning of the Arbitration Act 1996. The provisions of this Section shall not prevent ATEP from enforcement of debts due to ATEP by Customer through the courts or seeking legal or equitable relief, including an injunction, upon breach of a Contract.
- g) These Terms are written in English and the English language version shall be the sole document used to interpret the rights, obligations, and liabilities of the parties.
- h) The Contract, the sale of Goods or provision of Services, and these Terms shall not create or give rise to any third party rights. No third party shall have any right to enforce or rely on any provision of the Contract Documents that does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of the Contracts (Rights of Third Parties) Act 1999 and any other legislation giving to or conferring on third parties contractual or other rights in connection with the Contract, the sale of Goods or provision of Services, and these Terms shall be excluded.