

TERMS AND CONDITIONS OF SALE (REV. 11/16)

- 1. Definitions.** The term “Arconic” means Alumax Mill Products, Inc., through the Brazing, Commercial Transportation and Industrial Solutions business unit. The term “Buyer” means the individual, corporation or other legal entity that has submitted an Order to Arconic. The term “Order” means Buyer’s expressed desire, whether oral or written, to procure Goods from Arconic. The term “Goods” means all of the products, materials and related services that Buyer desires to purchase from Arconic. The sale of the Goods that are the subject of this Order will be governed by these terms and conditions of sale (“Terms and Conditions”).
- 2. Acceptance.** All Orders are subject to acceptance by Arconic. Acceptance is conditioned on Buyer’s agreement to all of the Terms and Conditions. The Terms and Conditions contain the sole terms and conditions that will govern the Order. Buyer’s agreement will be conclusively established: (i) when Buyer has received and retained the Terms and Conditions for ten (10) days without objection, or (ii) by Buyer’s acceptance of all or any part of the Goods. Arconic objects to any terms or conditions which differ from, or are additional to, those stated in the Terms and Conditions. After acceptance of an Order by Arconic, the Order and the Terms and Conditions may only be modified by a writing signed by Arconic.
- 3. Price.** Unless specified otherwise in a writing signed by Arconic, the prices and charges stated in the Terms and Conditions will be adjusted to, and the Goods covered by the Terms and Conditions will be invoiced at, the prices and charges fixed by Arconic at the time of shipment, provided that such prices and charges will not exceed the prices and charges appearing on Arconic’s applicable price schedule, if any, in effect at the time of shipment. The prices and charges stated in the Terms and Conditions do not include state or federal excise, sales or use taxes (if any). All such taxes in effect or hereafter levied, which are applicable to the sale of the Goods, are in addition to such prices and will be paid by Buyer.
- 4. Payment.** Unless set forth to the contrary in a writing signed by the parties, payment terms are net 30 days from date of Arconic’s invoice. Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Arconic may demand different terms of payment and assurance of Buyer’s due payment. Any such demand may be oral or written and Arconic may, upon the mailing of such demand, stop production and suspend shipments. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Arconic may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or Arconic 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. Arconic retains all rights at law pertaining to the collection of unpaid amounts owed by Buyer under the Terms and Conditions, and Buyer will reimburse Arconic for all costs associated with such collection activities, including reasonable attorney fees, and Arconic reserves the right to charge interest on late payments.
- 5. Delays.** Unless a shipping date is specified as firm in a writing signed by Arconic, Arconic will use commercially reasonable efforts to fill this Order in accordance with the estimated shipping date. Arconic will not be responsible for any delays in filling this Order nor be liable for any losses or damages resulting from such delays, and this Order will not be subject to cancellation for such delays.
- 6. Force Majeure.** Arconic will not be liable for such delays in filling this Order or failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of the government, restrictions imposed by law or any rules or regulations, or any cause, whether similar or dissimilar to those enumerated in this section, which is beyond the reasonable control of Arconic.
- 7. Warranty.** Arconic warrants to Buyer that the Goods will, at the time of shipment, conform to the written description agreed to by the parties, such Goods will be conveyed with good title; such Goods will be delivered free from any lawful security interest or other lien or encumbrances unknown to Buyer, and such

Goods will be free from defects in material and workmanship. Such warranty is limited to twelve (12) months from the date of shipment of the Goods to Buyer. ARCONIC MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. ARCONIC MAKES NO WARRANTY EXPRESSED OR IMPLIED EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

8. **Inspection, Acceptance or Rejection.** Inspection, acceptance or rightful rejection of the Goods must be made within ninety (90) days after Buyer's receipt of the Goods. Buyer must notify Arconic within such ninety (90) days if it believes that any Goods delivered are water stained, or otherwise properly rejectable, and hold such Goods pending Arconic's inspection. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect.
9. **Shipments; Shipping Weights.**
 - (a) Unless set forth to the contrary in a writing signed by Arconic, Arconic may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale, provided that delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments.
 - (b) Absent manifest error, Arconic's shipping weights will govern for each shipment or partial shipment. Should Buyer dispute the shipping weight of any shipment or partial shipment, Buyer will promptly notify Arconic in writing of the reasons for such dispute and provide Arconic with all documents necessary to substantiate the difference.
 - (c) Arconic may make shipments before the agreed upon estimated shipping date. Any such shipments by Arconic less than two (2) weeks before the estimated shipping date will be considered on-time and Buyer will be obligated to take delivery of all such shipments.
10. **Limitation of Liability.**
 - (a) Arconic's sole liability and Buyer's exclusive remedy for any tender of nonconforming Goods or breach of warranty, is expressly limited to Arconic's choice of (i) the repair of the nonconforming Goods, (ii) the replacement of the nonconforming Goods with conforming Goods at the FOB point agreed to by the parties, 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, which may be returned at Arconic's cost only after Arconic's inspection and Buyer's receipt from Arconic of shipping instructions.
 - (b) Arconic will not be liable for any incidental, consequential, indirect, special, contingent, or punitive damages for (i) any breach of warranty, whether based on theories of breach of warranty, breach of contract, tort, strict liability or otherwise; (ii) the tender of defective or nonconforming Goods; or (iii) breach of any other provision of the Terms and Conditions. In any event, Arconic's liability to Buyer will not exceed the purchase price of the Goods on which such liability is based. Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of Arconic's Goods, either alone or in combination with other products.
11. **Patents.**
 - (a) Arconic agrees to indemnify Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent covering (i) standard commercial composition offered for sale generally by Arconic at the time of acceptance by it of this Order, (ii) standard commercial forms, shapes or constructions offered for sale generally by Arconic at the time of acceptance by it of this Order, to the extent that such compositions, forms, shapes or constructions are supplied by Arconic under the Terms and Conditions.
 - (b) Buyer agrees for the Goods delivered under the Terms and Conditions to indemnify Arconic against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent to the extent that the infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer.

- (c) The parties agree to provide information and reasonable assistance to each other upon request to the extent such information and assistance are required by such party to defend against any infringement claim arising under this section. Neither party will be entitled to indemnification under this section as to any claim of infringement which it does not give the other party prompt notice in writing upon learning of such claim of infringement and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement.
- (d) The sale of Goods will not grant to Buyer any right or license of any kind under any patent owned or controlled by Arconic or its supplier, or under which Arconic or its supplier is licensed, but the foregoing will not be understood to limit in any way the right of the Buyer to use and sell such Goods, in the event that such Goods as sold are covered by any such patent.

12. **Indemnity.** Buyer will release, hold harmless, indemnify and defend Arconic from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and costs caused by, arising out of or relating to the design of Goods supplied by Arconic or the design of the packages or containers in which they are shipped to the extent such Goods, packages or containers are made in compliance with Buyer's design or specification.

13. **Termination.** Buyer may not terminate this Order without the written consent of Arconic. If Arconic consents to such termination, reasonable termination charges, computed by Arconic, will be assessed in connection with such termination.

14. **Delivery and Transportation; Title; Risk of Loss.**

- (a) If the shipping terms agreed to in writing by the parties are FOB destination, Arconic will deliver and bear the cost of transportation of the Goods to such destination. The method and agency of transportation and the routing will be designated by Arconic. Excess packing, shipping and transportation charges resulting from compliance with Buyer's instructions regarding the use of any agency or method of transportation or any routing other than that which would be designated by Arconic will be for Buyer's account. In the case of Buyer pick-up, Buyer's truck is the destination, and unless Arconic otherwise agrees in a writing, Arconic will not deliver or bear any cost or make any allowance with respect to Buyer's pick-up, beyond loading on Buyer's truck (whether owned by, leased to, or otherwise under contract to Buyer).
- (b) If the shipping terms agreed to in writing by the parties are FOB Arconic's plant, the cost of transportation and risk of loss or damage will be borne by Buyer.
- (c) Unless otherwise specifically agreed in writing by Arconic, all Goods are sold Ex-Works Arconic's plant (Incoterms 2010), the cost of transportation for and risk of loss to the Goods to be borne by Buyer. Title to the Goods and risk of loss will pass to Buyer when the Goods are picked up by Buyer at Arconic's plant or when the Goods are delivered to the carrier at Arconic's plant, whether the carrier is selected by Arconic or Buyer.

15. **Equipment.**

- (a) Any equipment (including jigs, dies and tools) which Arconic constructs or acquires for use exclusively in the production of Goods for Buyer will be and remain Arconic's property and in Arconic's possession and control, and any charges by Arconic therefore will be for the exclusive use of such equipment only. All such equipment will be used exclusively for the manufacture of Goods for Buyer. When for three (3) consecutive years no Orders acceptable to Arconic are received from Buyer for Goods to be made with any such equipment, Arconic may make such use or disposition of such equipment as Arconic desires, without liability or obligation to Buyer.
- (b) Any materials or equipment owned or furnished by Buyer to Arconic will be handled and stored by Arconic with the same degree of care that Arconic handles and stores its own materials and equipment. When for three (3) consecutive years no Orders acceptable to Arconic are received from Buyer for Goods to be made with any such equipment or materials, Arconic may, by written notice to Buyer, request Buyer to make disposition of such materials and equipment at Buyer's expense. If Buyer fails to comply with such notice, Arconic may make such use or disposition of said materials or equipment as it desires, without liability or obligation to Buyer.

- (c) Any equipment specified in a writing signed by Arconic as returnable, or for which a charge is made or for which a deposit is required, will be returned in accordance with Arconic's standard instructions with respect to such equipment.
16. **Standard Quantity Tolerances.** Unless another tolerance is stated in a writing signed by Arconic, the quantity tolerance applicable to the Goods specified on the Order will be the applicable standard quantity tolerance in effect at the time of shipment of such Goods or portion of such goods, as reflected on Arconic's price data sheets.
17. **Buyer Part, Specification Number or Drawing Number.** Any such number appearing on the face of an Order which is followed by the notation, "IDENT," means that the Goods referenced will be produced by Arconic in accordance with such part, specification or drawing, as modified only with Buyer's prior approval. Any such number appearing on the face of an Order which is not followed by the notation "IDENT," is for identification purposes only and does not require that the Goods be produced in accordance with such Part, Specification or Drawing.
18. **Publicity.** At Arconic's request, Buyer agrees to place an Arconic logo on Buyer's product and/or packaging if Buyer's product incorporates an Arconic product or material. Any such use of the logo is subject to Arconic's trademark usage guidelines and Arconic's prior written consent, review and approval. Buyer agrees to permit Arconic to use Buyer's name and/or mark and identify itself as the supplier of the product in Arconic's publicity, advertising, marketing or product-related literature ("Publicity"). The form and placement of Buyer's name and/or mark on Arconic's Publicity will be subject to Buyer's prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.
19. **Legal and Trade Compliance.** Goods, services and information supplied under this Order are subject to Buyer's compliance with all laws, including the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations and U.S. import and export laws and regulations and may be subject to EU and other applicable countries' anti-corruption and export/import rules and regulations as well. For shipments outside of the United States, Arconic will be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the ordered Goods, including applications for agreements relating to defense services, and Buyer will cooperate with Arconic in obtaining such export licenses at Arconic's request. Arconic will have no liability to Buyer in the event that an export license is delayed, not approved or is later withdrawn or suspended. Arconic may, in its sole discretion, agree to engage in a "routed transaction", in which case Buyer shall provide all documents and take all actions requested by Arconic to comply with U.S. export requirements. Buyer agrees to comply with applicable import and export regulations whether administered by the Office of Defense Trade Controls, the United States Department of State, the Bureau of Export Administration, the United States Department of Commerce, the Office of Foreign Asset Control (OFAC), or any other agency of the United States Government which provide inter alia that the Goods, services, or information shall not be re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination without the prior approval of the United States Department of State or Commerce or other Agency of the United States Government, whichever is applicable. Buyer agrees to provide Arconic any documentation Arconic reasonably requests to comply with the regulations. For shipments within the United States, it is the responsibility of Buyer or other exporter to comply with all United States export control laws and regulations. Should Buyer'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 Arconic for violation of any applicable laws, Buyer hereby agrees to indemnify Arconic therefore.
20. **Anti-Corruption Compliance.**
- (a) Buyer acknowledges that it has had the opportunity to review Arconic's written Anti-Corruption Policy ("Policy"), which is available at the following web address:
<http://www.arconic.com/global/en/investors/anti-corruption-policy.asp>.
Buyer represents and certifies that it fully understands the Policy, agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

- (b) It is the intent of Arconic and Buyer that no payments or transfers of value shall be made in relation to this Order or to Buyer's use or disposition of the Goods 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.
- (c) Buyer 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 transactions contemplated by this Order or in connection with any other business transactions involving Arconic, 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.
- (d) In the event of a breach of any of the representations, warranties or covenants made by Buyer in this Anti-Corruption Compliance section of these Terms and Conditions, Arconic may, in its sole discretion and in addition to any other remedies it may have under law or this Order, cancel or terminate this Order without notice and Buyer shall further indemnify and hold Arconic harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of this Order.

21. Miscellaneous.

- (a) No provision of the Terms and Conditions and no breach of any provision of the Terms and Conditions will be deemed waived by reason of any previous waiver or breach of such provision.
- (b) An Order may be performed, and all rights under an Order may be enforced against Buyer, by Arconic or by any subsidiary or affiliate of Arconic.
- (c) An Order and any right or interest hereunder may not be assigned by Buyer without the prior written consent of Arconic. A change in control, including without limitation by operation of law, merger, consolidation, or otherwise, shall be deemed an assignment under this section. Any assignment in violation of this section is null and void and Arconic may terminate this Order for an assignment without consent.
- (d) All Orders, and the Terms and Conditions, will be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, excluding its laws and rules relating to conflict of laws. Any and all disputes between the parties that may arise pursuant to this Order will be heard and determined before an appropriate arbitrator, federal, or state court located in Pittsburgh, Pennsylvania. Buyer hereto acknowledges that such court has the exclusive jurisdiction to interpret and enforce the provisions herein and/or an arbitrator's judgment, and Buyer waives any and all objections that it may have as to personal jurisdiction or venue in any of the above tribunals.
- (e) With respect to any Orders for shipment outside of the United States, the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- (f) If any provision of the Terms and Conditions or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Terms and Conditions or the application of such provision to other persons or circumstances will not be affected by such adjudication. If any provision or application of the Terms and Conditions 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 the Terms and Conditions, including the invalid or unenforceable provision.
- (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.