

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - GOODS**Code: GTC-01  
Version: 01.2Applicable to: European Procurement Services Organisation  
Approved by: European Director of ProcurementRevision date:  
01.08.2017

## UK GENERAL CONDITIONS FOR THE PURCHASE OF GOODS

### 1. DEFINITIONS

The definitions below apply to these conditions:

**"Buyer"** means the entity purchasing the goods being either (1) Arconic Europe SARL; or (2) any company that is (a) a subsidiary or an affiliate of, or is related to, Arconic Europe SARL and (b) the entity procuring goods, or for whose account goods are being procured, hereunder;

**"Buyer 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 Buyer to Supplier or not so supplied but used, created or developed by Supplier for the purposes of manufacturing the Goods or the provision of the Services;

**"Conditions"** means these General Conditions of Purchase;

**"Contract"** means the contract between the Buyer and the Supplier for the sale and purchase of Goods and Services in accordance with these General Conditions of Purchase;

**"Goods"** means all items, materials and equipment, that are specified in the Purchase Order;

**"Group"** in relation to a party means that party, and every company which is a holding company of that party, and every subsidiary of any holding company of that party from time to time (and "subsidiary" and "holding company" shall have the meanings given in section 1159 of the Companies Act 2006);

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

**"Services"** means any ancillary services to be provided by the Supplier in connection with the Goods as specified in the Purchase Order;

**"Supplier"** means any individual, firm, corporation or other entity that is to perform, or provide the goods, under the Purchase Order; and

**"VAT"** means Value Added Tax at the rate prevailing at the time of the relevant Order charged in accordance with the provisions of the UK Value Added Tax Act 1994 or any equivalent tax applicable in the relevant jurisdiction.

### 2. CONDITIONS AND ACCEPTANCE OF THE PURCHASE ORDER

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2.1 All Purchase Orders 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 the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by Buyer which shall be deemed accepted by Supplier on the earlier of (i) Buyer issuing a written acceptance of the Purchase Order; or (ii) undertaking any act consistent with fulfilling the Purchase Order or (iii) 10 days after receipt by the Supplier of the Purchase Order if there is no response, at which point and on which date the Contract shall come into existence. Supplier is requested to sign and return a copy of the Purchase Order within 10 days of receipt, but Supplier acknowledges and agrees that failure by the Supplier to comply with this requirement shall not affect the coming into force of the Contract as set out in this condition 2.2 or the application of the Conditions to the Contract.

2.3 Buyer and Supplier will facilitate business transactions by electronically transmitting data to each other. Supplier accepts Purchase Orders and in the case of an electronic “business to business” framework all key documentation produced by Buyer electronically and recognizes them as valid without signature. Key documentation includes, but is not limited to Purchase Order, change order, order acceptance, ASN advanced shipment notice and invoice.

### 3. FIXED PRICE

The price stated in the Purchase Order is a fixed and complete price and will not be varied for any reason without the express consent in writing of Buyer. The price includes all import or similar taxes to be paid at the point of delivery but excludes amounts in respect of value added tax which Buyer shall additionally be liable to pay to the Supplier at the prevailing rate subject to the receipt of a valid VAT invoice.

### 4. INVOICE AND PAYMENT

4.1 Invoices referencing Buyer's Purchase Order number shall be issued by Supplier as of delivery. The invoice should show only the costs/expenditures that are included in the Purchase Order plus VAT at the prevailing rate. All invoices including items not listed in the Purchase Order and invoices not following the Arconic Invoicing Requirements as published at <http://www.arconic.com/global/en/contact/supplier-information.asp> may result in the return of the invoice and delay in payment. Payments arriving at Supplier's bank account after the due date as a result of the foregoing will not be considered as late payments. Invoicing and payment references should be stipulated on the Purchase Order.

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4.2 Unless otherwise stated in the Buyer's Purchase Order or Contract, the Buyer shall pay correctly rendered invoices within 90 days EOAP following receipt of the invoice. Payment does not constitute a waiver of any of Buyer's rights under the Contract or at law.

4.3 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. This clause shall not apply to payments the defaulting party disputes in good faith or in the circumstances set out in condition 4.1. Supplier is not entitled to suspend deliveries of Goods or the performance of Services as a result of monies being outstanding.

**5. PACKAGING**

5.1 Supplier warrants that the Goods referred to in the Purchase Order will be correctly packaged and provided with the appropriate markings according to any applicable laws and regulations. Buyer will pay no packing charge unless specified in the Purchase Order.

5.2 Goods that require special packaging or a particular way of handling must carry the appropriate markings on the packaging, allowing accident-free unloading to take place. Supplier must also warn Buyer of any precautions to take when unloading dangerous or radioactive products. For any Goods that are defined as hazardous or dangerous under applicable law, regulation and/or Arconic regulations/policies, Supplier will provide Buyer with hazardous warning and safe handling information in the form of a safety data sheet and appropriate labelling for such goods as required by such applicable law and/or Arconic regulations/policies.

**6. DELIVERY AND TITLE**

6.1 Deliveries shall be made at Supplier's expense to Buyer's plant or as otherwise indicated by Buyer during normal business hours. Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the delivery location. Receipt of the Goods does not constitute final acceptance thereof. Where applicable delivery of Services will be subject to any acceptance procedures agreed in writing between the parties.

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

6.3 If the Goods are delivered to Buyer in excess of the quantities ordered Buyer shall not be bound to pay for the excess and any excess shall

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be and shall remain at Supplier's risk and shall be available for collection at Supplier's expense within 3 months. Thereafter Buyer may dispose of such excess Goods at Supplier's expense.

6.4 The Goods shall remain at the risk of Supplier until delivery to Buyer is complete at the place or places and in the manner specified in the Purchase Order when, subject to condition 6.5 below, risk in the Goods shall pass to Buyer

6.5 Ownership of the Goods shall, subject to condition 6.6 below, pass to Buyer on the earlier of:

- (a) the time at which the Goods become identifiable as the Goods to be delivered to Buyer under the Contract;
- (b) completion of delivery as described in condition 6.4 above; and
- (c) payment of the price or any installment of the price.

6.6 Where Buyer rejects the Goods in accordance with these conditions, such Goods shall be deemed to have remained the property and risk of Supplier at all times.

**7. INSPECTION**

7.1 For the purpose of inspecting or testing the Goods, Buyer or its representatives, its customer and regulatory authorities will have the right at all reasonable times, upon advance notice, to have access to the applicable areas of all facilities of Supplier and at any level of the supply chain involved in the order, and to all applicable records, such right of customers being valid upon authorisation by Buyer. They shall also have the right to inspect or test the Goods for conformance with the Purchase Order during or after manufacture and prior to delivery and may reject the Goods or require the Supplier to make conforming goods if the Goods do not conform with the Contract. Inspection by the Buyer or its representative will not relieve the Supplier of any liability in respect of any defect.

**8. ASSIGNMENT**

Supplier will not assign amounts payable by Buyer to Supplier or any of its other rights, obligations or liabilities under or in connection with the Contract without the prior consent in writing of the Buyer.

**9. SUBCONTRACTORS**

Supplier shall not be entitled to subcontract the performance of all or part of its obligations under the Contract without the express consent of the Buyer. Notwithstanding this authorisation, the Supplier shall be responsible for all acts and omissions of all of its sub-contractors as if they were its own.

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01.08.2017**10. INDEPENDENT CONTRACTOR**

Supplier is an independent contractor and not an employee or agent of Buyer and nothing in the Contract is intended or shall be construed as creating a partnership, joint venture, the relationship of principal and agent, or any other legal relationship between the parties that would impose liability upon one party for the act or failure to act of the other.

**11. CHANGES**

Buyer may, at any time, by ten days prior notice in writing, make changes to the quantity of goods ordered (within a range of +/- 10%) as well as the date of delivery (within a range of one week). If any such change causes an increase or decrease in the cost of or time required for the performance at work under the Purchase Order, an equitable adjustment, subject to the approval of Buyer, will be made to the price or delivery schedule, or both, and the Purchase Order will be modified in writing accordingly. Any other change will require agreement between the parties.

**12. REMEDIES FOR DELAY**

12.1 If Supplier fails to deliver the Goods and/or perform the Services within the time specified in the Purchase Order, without limiting its other rights or remedies, Buyer shall have the right to (a) terminate the Contract with immediate effect by giving written notice to Supplier; (b) to refuse to accept any subsequent delivery of the Goods or performance of the Services which Supplier attempts to make; (c) to have any sums paid in advance refunded; (d) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party; and (e) to claim damages for any additional costs, loss or expenses incurred by Buyer which are in any way attributable to Supplier's failure to meet such dates.

12.2 Unless otherwise stated in the Purchase Order or the Contract, if the Supplier fails to deliver all or any of the Goods within the time specified in this Purchase Order, Buyer shall be entitled to liquidated damages payment of 1% of the Purchase Order price per day of delay with an upper aggregate limit of 10% of the Purchase Order price. If the Buyer exercises its rights under this condition 12.2 it shall not be entitled to the remedies set out in condition 12.1 (e) in respect of late delivery.

**13. WARRANTY**

13.1 Supplier warrants that the Goods (a) will conform to the specifications, description and drawings, if any, and all agreed conditions set forth or referred to in the Purchase Order; (b) will be free from defects in design, material and workmanship; and (c) will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to the Supplier by Buyer expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgement. Supplier declares the lawful origin of

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the delivered goods and warrants that it has good and full title to the Goods, free and clear of all security interests, liens, charges and other encumbrances. Supplier further warrants that the Goods do not contain any regulated radioactive material. Supplier agrees to indemnify and hold Buyer harmless from any and all claims, demands, costs and expenses, including all legal costs resulting from or arising under, in whole or in part a breach of this warranty. Supplier further agrees to be responsible for the proper removal and disposal of any radioactive materials and to pay the cost of any necessary clean-up and associated loss of production.

13.2 Supplier warrants that in providing the Services Supplier shall (a) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (b) use suitably skilled and experienced personnel; (c) ensure that the Services and any associated deliverables conform to the specifications set out in the Purchase Order; and (d) that it will hold all Buyer Materials in safe custody at its own risk and not dispose or use the Buyer Materials other than in accordance with Buyer's written instruction,

13.3 Supplier further warrants that it possesses the skills, professional ability, permits, licenses, consents and certificates necessary to provide the Goods and Services and that the Goods and Services do not infringe any third party intellectual property rights.

13.4 Unless a longer period is specified by law or in a separate agreement between Buyer and Supplier, the warranties set out in conditions 13.1 (b) and 13.1(c) will extend for a period of eighteen (18) months from the receipt by Buyer of the Goods, or one (1) year from the date of installation of such Goods, whichever first occurs. Notwithstanding the foregoing, if after the expiry of such period it becomes apparent there is a breach of warranty and Buyer could not reasonably be expected to have noticed the breach, such period shall be extended to six (6) years from receipt or installation of the Goods which ever first occurs.

13.5 If Supplier supplies Goods or Services which do not comply with the warranties at condition 13.1 to 13.3, in addition to all other remedies that Buyer may have, Buyer shall have the right (a) to reject the Goods in whole or in part; (b) to require Supplier to replace the defective Goods with conforming goods at Buyer's plant where the Goods were originally shipped; (c) to require Supplier to repair the defective Goods or re-perform the Services; (d) to require Supplier to repay to Buyer the purchase price of the defective Goods or Services; (e) to recover from Supplier any expenditure incurred by Buyer in obtaining substitute goods from a third party; (f) to claim damages for any additional costs, loss or expenses incurred by Buyer which are attributable to Supplier's failure to comply with warranty; (g) to refuse to accept any subsequent delivery of the Goods or performance of the Services which Buyer attempts to make; and (h) to terminate the Contract with immediate effect by giving written notice to Supplier.

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13.6 If Buyer selects repair or replacement, any defects will be remedied without cost to Buyer, including but not limited to, the costs of removal, repair and replacement of the defective goods, and reinstallation or delivery of new goods or re-performance of the Services. These Conditions shall extend to any substituted services and/or repaired or replacement goods supplied by Supplier. Supplier further warrants that Supplier will convey good title to the Goods and that such Goods will be delivered free from any security interest, lien or encumbrance. Payment will not be claimed by Supplier as a waiver, release or acceptance to avoid fulfillment of the Supplier's warranty .

13.7 Should the Supplier fail to remedy any defects or replace defective goods within the time specified by Buyer, the Buyer may order the repairing on his own. Supplier will pay for any resulting costs.

13.8 These warranties are in addition to all other warranties contained within the the Purchase Order or implied by any applicable law. All warranties and other provisions of these Conditions will survive inspection or acceptance of and payment for the Goods or Services and completion, termination or cancellation of the Contract.

**14. COMPLIANCE WITH LAW AND BUYER'S INTERNAL POLICIES**

14.1 In addition to the warranties above, Supplier warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards including environmental, health and safety regulations, and child labor and forced labor laws.

14.2 Without prejudice to the generality of condition 14.1, in performing its obligations under the Contract Supplier shall, and shall procure that each member of its Group and its supply chain shall, comply with the Modern Slavery Act 2015 and the Buyer's Anti-Slavery Policy as notified to Supplier by Buyer from time to time.

14.3 If Supplier is granted access to Buyer's facilities for purposes of completion of the PO or inspection of the goods, it will comply with Buyer's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. The Supplier will indemnify the Buyer against all liabilities, costs and penalties incurred by Buyer on account of the infringement by Supplier or its representatives of any applicable law or regulation or Buyer's internal policies.

14.4 Supplier shall, at its own expense, obtain all the necessary permits, authorizations, licenses, certificates etc. required to perform this Purchase Order.

14.5 Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of

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Chemicals (REACH). In particular, Supplier undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If Supplier breaches this obligation, it shall indemnify and keep Buyer harmless from any and all damage, cost, expense or liability which Buyer could incur as a consequence of that breach. In addition, in the case of such breach, Buyer shall be entitled to terminate this Purchase Order.

**15. SUPPLIER'S LIABILITY AND INDEMNIFICATION**

The Supplier will indemnify the Buyer, its employees, agents, affiliates and representatives against all liability, claims, costs, and expenses on account of the death of, personal injury or loss or damage to property of any person arising out of or in any manner connected with the performance of the Services and/or delivery of the Goods and caused by an act or omission of the Supplier, its employees, agents, invitees or contractors. Supplier will at its own expense defend any and all actions based on such acts or omissions and will pay all legal fees and all costs and other expenses arising out of these obligations of indemnification.

**16. INSURANCE**

16.1 The Supplier shall during the term of the Contract and for a period of seven years thereafter maintain insurance, to cover any liabilities arising under or in connection with the Contract, which shall include, among others, employer's liability insurance, product liability insurance, public liability insurance, and vehicle liability insurance covering the use of all owned, not-owned and hired vehicles.

16.2 The insurance will be consistent with common, prudent industry practice, with coverage written in the manner in which Supplier customarily insures comparable risks or as Buyer specifies whichever is stricter.

16.3 The Supplier shall provide evidence from time to time of the aforesaid insurance cover and validity thereof, and that it is up to date with payment of the corresponding premium at the date of entering into the Contract and any time thereafter.

16.4 The insurance requirements in this clause are separate and distinct from any other obligations of Supplier contained herein, and neither the issuance of any insurance policy nor the minimum limits if specified herein will be deemed to limit or restrict in any way Supplier's liability arising under the Contract.

16.5 This condition 16 shall survive termination of the Contract.



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01.08.2017**17. DEFAULT**

17.1 In the event of any breach or non-observance by the Supplier of any terms of the Contract, the Buyer will have the right to terminate the Contract in whole or in part with immediate effect by providing written notice without prejudice to the Buyer's other rights or remedies.

17.2 Buyer will also have the right to immediately terminate the Contract with immediate effect if Supplier (a) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors; (b) passes a resolution or makes a determination for it to be wound up (except for the purposes of a solvent amalgamation or reconstruction); (c) has a winding up order or bankruptcy order made against it; has a receiver or administrative receiver appointed of it or of the whole or any part of its assets; (d) appoints or has an administrator appointed of it; or (e) takes any step analogous to the events or steps set out in conditions 17.2 (a) - (d) inclusive in any jurisdiction other than England and Wales.

**18. CANCELLATION**

118.1 Buyer will have the right to cancel a Purchase Order by ten days' prior notice in writing to Supplier at any time prior to complete performance by Supplier without any liability other than for the payment of the price as set out in the Purchase Order for the Goods or Services already delivered or those in the course of delivery at the time of the termination notice. The Buyer shall also pay the Supplier for work in progress and the price of such unfinished goods shall be based on the actual out-of-pocket costs and expenses incurred prior to termination provided that the amount to be paid will in no event exceed the total price set out in this Purchase Order. Supplier will deliver to Buyer all such unfinished goods. Nothing herein contained will affect Buyer's right to cancel a Purchase Order under any of the terms of the Purchase Order or of these conditions or to pursue other remedies available to Buyer.

18.2 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**19. LIMITATION OF LIABILITY**

19.1 Buyer shall in no case be liable to Supplier for:

- (a) loss of use of any works;
- (b) loss of profit,
- (c) loss of business,
- (d) loss of any contract; or

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- (e) for any indirect, special or consequential loss or damage

which may be suffered by Supplier arising under or in connection with the Contract.

19.2 Nothing in these Conditions shall limit or exclude any liability for (or remedy in respect of) (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by a party's negligence, or the negligence of its employees, agents or sub-contractors (as applicable); (c) any other liability that may not be restricted, or excluded, pursuant to applicable law.

**20. ANTI-CORRUPTION**

Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier 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 Supplier shall, and shall ensure that all of its employees and any persons performing services on its behalf shall, fully comply with the Bribery Act 2010. If Supplier or any person performing services on its behalf breaches the terms of this provision, Buyer may immediately terminate the Contract without any liability.

**21. INTELLECTUAL PROPERTY RIGHTS**

21.1 Supplier agrees to indemnify, defend and hold harmless Buyer, its officers, directors, shareholders, employees, representatives, subsidiaries and affiliated companies (collectively "Indemnitees") from and against all liabilities, costs, claims, penalties, forfeitures, causes of action, suits and the costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees, including the costs of attorneys in the employ of Indemnitees), which Indemnitees may hereafter suffer, incur, become responsible for or pay out as a direct or indirect result of any allegation, claim or proceeding involving any question of direct, contributing or indirect infringement of any intellectual property rights, including infringement of any trademarks, patents, design rights, trademarks or copyrights by reason of the nature, form or condition of any of the Goods or Services or any design, plan, drawing, specification, material, process, article or machine supplied by Supplier in the performance of this Purchase Order or by reason of the use,

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sale, offer to sale and/or import by Buyer of any such design, plan, drawing, specification, material, process, article or machine, in the Goods or Services.

21.2 Buyer retains any and all intellectual property rights in the Buyer's Materials supplied by Buyer to Supplier and Buyer grants a non-transferable, non-exclusive, royalty free licence to Supplier to use such intellectual property rights only to the extent necessary to provide the Goods and such licence shall terminate immediately upon termination of the Contract or upon earlier return of the Buyer's Materials to Buyer.

**22. DATA, INFORMATION, INVENTIONS**

Supplier will promptly disclose to Buyer all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, including any and all expressions of computer programs, manuals, data bases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice, or developed by Supplier arising out of the performance of the Contract including all Buyer Materials created by Supplier ("Purchase Order Developments"). All intellectual property rights in Purchase Order Developments, including patents and copyrights, will be the sole and exclusive property of Buyer in respect to any and all countries, their territories and possessions.

**23. SUPPLIER CONSENT**

23.1 By submitting business contact and personal information about Supplier company and/or its employees (whose consent Supplier will have obtained as necessary) to Buyer, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Buyer and all its group entities in the United States of America and elsewhere and their authorized third-party contractors or agents ("Buyer") for the purpose of: managing the 'requisition to payment' process when Buyer purchases goods or services from suppliers; the 'order to cash' process when Buyer sells goods or services to customers; issuing information about Buyer Products and Services through newsletters, mailings, phone calls, and electronic communications and mailings; facilitating your business relationship with Buyer, enhancing Buyer's ability to contact you and your employees, enabling Buyer to process and track your transactions with it through various internal systems and external third parties and any other purpose which could further the business relationship Supplier has with Buyer and its Products and Services ("Purpose"). Buyer shall use the information supplied solely for the "Purpose" and shall store the data for as long as is strictly necessary to be able to complete the "Purpose".

23.2 Supplier warrants and undertakes that it will ensure that its employees, agents and sub-contractors observe the provisions of the applicable laws as in respect of any duties or obligations to be performed in connection with the receipt and/or processing of personal data. In the event

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Supplier violates any obligations in this paragraph regarding the unauthorized disclosure of personal data in any manner, Supplier shall take all necessary measures as required by the applicable laws.

**24. NON-DISCLOSURE**

All information disclosed by the Buyer be it orally or in writing including but not limited to patterns, drawings, documents, software or other media containing specifications, information or data will be maintained in confidence by Supplier and either certified to be destroyed or returned in good order and condition on completion of the Contract or on prior request by the Buyer and will not be published or disclosed to any third party nor copied or used for any purpose other than the fulfillment of the Contract, without the prior written approval of the Buyer.

**25. SUPPLIER EQUIPMENT**

25.1 Supplier shall perform the Contract by using its own tools and equipment (including those for individual protection), unless otherwise agreed in the Purchase Order, and shall be responsible for such equipment and tools whilst on the Buyer premises. Buyer shall in no event be held liable for any damages, theft, fires involving the property and assets of Supplier introduced into the property and appurtenances of Buyer.

25.2 Upon completion of the performance of the Contract or its termination, Supplier shall if performing the Services or delivering the Goods at Buyer's premises, leave the premises in a tidy state, in proper condition and remove all its tools.

**26. WASTE TREATMENT**

Supplier shall take care of the collection, storage, handling and transportation of wastes generated from the performance of the Contract in accordance with the relevant Arconic procedure and applicable laws.

**27. COMPANY NAME/LOGO**

Supplier may not use Buyer's company name and/or logo in any manner other than as may be identified in the Purchase Order without first obtaining written permission from Buyer.

**28. RIGHT TO AUDIT**

In addition, Buyer will have the right to examine and audit, upon 8 days written notice and 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 Supplier's obligations under the Contract. Such records will be kept by Supplier for a

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period of at least three (3) years after the expiration or termination of this Purchase Order, 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 detail to permit the aforementioned audit.

**29. FORCE MAJEURE**

29.1 Force Majeure shall mean all situations or events which are unpredictable or unexpected or, if they could have been predicted, are unavoidable and beyond the reasonable control of the parties after placement of the Purchase Order including but not limited to war, natural disasters, freight embargoes as well as governmental acts or regulations and coercive measures.

29.2 If Force Majeure prevents any contractual party from performing its obligations under this Purchase Order in whole or in part, it will notify the other party as soon as possible after knowledge of these circumstances unless a different period is agreed in the Purchase Order. The notice shall, if possible, state the obligation the party cannot fulfill in part or as a whole provided such assessment is possible at that moment. Should the corresponding contractual party fail to fulfill the requirement of notification, it may not claim Force Majeure.

29.3 In the event of Supplier claiming Force Majeure, Buyer shall be entitled to cancel the Contract in whole or in part without any liabilities.

**30. CONFLICT MINERALS**

Supplier agrees that no conflict minerals as defined by Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Supplier hereunder originated in the Democratic Republic of the Congo or any adjoining country.

**31. ARCONIC SUPPLIER STANDARDS**

Supplier acknowledges that it has access to, has read and understands Buyer's standards of conduct as set forth in Arconic Supplier Standards (the "Guide") as published at: <http://www.arconic.com/global/en/contact/supplier/pdf/supplier-standards.pdf> and acknowledges that it has not paid nor been asked to pay anything of value to or for the benefit of any Buyer employee (or known family member or associate thereof) in connection with the award of this order.

**32. QUALITY REQUIREMENTS**

Supplier shall institute a certified Quality Management System (ISO 9001, ISO TS 16949, AS 9100, ISO 22000, etc.). Documents belonging to this system shall be made available to Buyer. If the Supplier is holder of a

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certified Quality Management System, Buyer will be allowed to analyze the capabilities of the Supplier.

**33. TOTAL COST OF OWNERSHIP**

Supplier shall make available to Buyer all documents and information necessary for performing TCO Analysis.

**34. G34. GOVERNING LAW**

The United Nations Convention on Contracts for the International Sales of Goods will not apply to any Purchase Orders between Buyer and Supplier. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law. 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 England, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for these purposes.

**35. ORDER OF PRECEDENCE**

In the event of conflict, the terms of the Purchase Order shall prevail over those of these Conditions.

**36. SEVERABILITY**

If any term, provision, covenant or condition of these Conditions is held invalid or unenforceable for any reason, the remaining provisions of these 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 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 Conditions.

**37. 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.

**38. THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of the Agreement. This clause 38 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

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01.08.2017**39. ENTIRE AGREEMENT**

The Contract constitutes the entire agreement and understanding between the parties in respect of the sale and purchase of the Goods or the delivery of the Services specified in the Purchase Order.