



## TERMS AND CONDITIONS FOR PURCHASE OF SERVICES (Ver. 20150604 – Rev 20160719)

- 1. Definitions:** The term "Contract" means these Terms and Conditions for Purchase of Services ("Terms and Conditions") together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Alcoa Inc., or its subsidiary(ies) or affiliate(s) in which located in Japan executing this Contract. The term "Seller" means any individual, corporation or other entity who is to perform the Services purchased by the Company pursuant to this Contract. The term "Services" means all services furnished by Seller and purchased by Company under this Contract.
- 2. Scope and Acceptance:** All Services are supplied pursuant to this Contract. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery according to schedule of all or any portion of the Services covered under this Contract, by Seller. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained on the face and back hereof. Without the written consent of Company's authorized representative, no additional or different terms proposed by Seller in its acknowledgement will be effective to modify the Contract and Seller will be deemed to have accepted the Contract without such modifications. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Contract will be deemed material and are expressly objected to and rejected.
- 3. Price/Terms:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Company's express written consent in advance. Seller further warrants that the prices set forth in this Contract are the lowest prices charged for the Services, or substantially similar Services, sold by Seller to its other customers. If, after execution of this Contract, but prior to payment by the Company for Services purchased hereunder, Seller (i) sells, or offers to sell, Services, or substantially similar Services, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Services, or substantially similar Services, or (iii) sells, or offers to sell, Services, or substantially similar Services, on commercial terms that are, in Company's reasonable judgment, more favorable than those set forth in this Contract, such lower price or more favorable terms will be applicable to all purchases of Services by Company hereunder. If, at any time during the term of this Contract, Company receives a *bona fide* offer from a third party to supply Services to Company on similar commercial terms, but at a lower price, Company may notify, and provide the necessary particulars of such offer to Seller, and Seller will, within, thirty (30) days thereafter, inform Company whether it will match such price for Services purchased hereunder. If Seller does not agree to match such price, Company may, in its sole discretion, elect to purchase Services from such third party, and any obligation of Company to purchase Services from Seller pursuant to the terms of this Contract will be deemed to be waived by Seller to the extent of any such purchases. Upon request of Company, Seller will be required to certify that it is in compliance with the requirements of this paragraph. In addition, Company will have the right to examine and audit, during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Seller's obligations as set forth in this paragraph and the costs incurred pursuant to this Contract. Such records will be kept by Seller for a period of at least three (3) years after the expiration or termination of this Contract, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate detail to permit the aforementioned audit. Except as expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Services from Seller and Company will be entitled, in its sole discretion, to purchase the same or similar Services from other suppliers. Company expressly reserves the right to disclose the terms of this Contract, including but not limited to price, to third parties.
- 4. Taxes:** Seller will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Company, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under this Contract, or upon the Services provided hereunder, will be the responsibility and liability of Seller.
- 5. Rejection:** Services will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, approval, or inspection. No inspection, approval, delay or failure to inspect, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Contract or impair or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Services do not conform with the requirements of this Contract, Company will have the right to reject the Services and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) seek reimbursement, credit, replacement, or repair as Company may direct; or (2) correct, rework, and/or repair the Services with all costs associated therewith to be charged to and paid by Seller. All such nonconforming Services that are so remedied will have the same warranty as stated in Section 6 from the date of re-delivery.
- 6. Warranty:** Seller warrants that (a) it will strictly comply with the descriptions and representations of the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, standards and requirements) which appear in this Contract, (b) Seller and the Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations, (c) the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, and (d) it is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Contract. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Limitations on Company's remedies in documents of Seller or otherwise will not be effective and are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Services and completion, termination or cancellation of this Contract.
- 7. Performance Standard:** Seller undertakes to perform the Services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry, and to ensure that employees assigned to perform any Services under this Contract will conduct themselves in a manner consistent therewith. The Services will be rendered by Seller in (1) an efficient, safe, courteous and businesslike manner, (2) in accordance with any specific instructions issued from time to time by Company and (3) to the extent consistent with above, as economically sound as business judgment warrants. Seller will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.
- 8. Intellectual Property:** Seller will indemnify, protect, defend or settle (at Seller's expense) and hold harmless Company, its parents, affiliates and its and their directors, officers, employees, agents, successors and assigns ("Indemnitees") from all liabilities, expenses, suits, actions, claims, demands, judgments,



settlements, costs, losses, damages and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other costs of litigation (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future patent, copyright, trademark, trade secret, or other actual or alleged intellectual property right of any third party arising from Company's purchase or use of Services supplied under this Contract. In the event of an allegation of intellectual property infringement or if the use or sale of the Services is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Services; (ii) make such alterations, modifications or adjustments to the Services so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) refund the purchase price. Seller's obligations will apply even though Company specifies all or any portion of the processing used by Seller. All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Services, and completion, termination, or cancellation of this Contract. If any settlement requires any affirmative obligations (other than ceasing use of the Services) of, results in any ongoing liability to or prejudice or detrimentally impacts Company in any way and such obligation, liability, prejudice or impact is material, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

Seller will promptly disclose to Company all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, conceived, made, first reduced to practice, or developed by Seller arising out of the performance of Services, all referred to in this Contract as "Contract Developments". All Contract Developments, including patents and copyrights, will be the sole and exclusive property of Company in respect to any and all countries, their territories and possessions. Seller hereby assigns to Company all rights and future rights in such Contract Developments. Company shall have complete and unrestricted right to use all Contract Developments prepared by Seller and its subcontractors in connection with the performance of Services. Said documents shall constitute the property of Company and are not to be used on other projects except by agreement of Company in writing. At such time as Services are completed or the Contract is terminated, Seller shall deliver all said Contract Developments to Company. All said Contract Developments may be used by Company for any purpose without additional compensation to be paid to Seller. Seller will perform at the request of Company all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Company to vest in Company the entire right, title, and interest in and to such Contract Developments and obtain and record title to such Contract Developments and to enable Company to prepare, file, and prosecute applications for and obtain patents, copyrights and other forms of industrial property protection on such Contract Developments, as well as continuations, divisions, continuations-in-part, additions, reissues, renewals, and extensions of such Contract Developments, as Company at any time deems useful or desirable to preserve such interests in any and all countries selected by Company, and to obtain and record title to patents, copyrights and other forms of industrial property protection and applications for such Contract Developments so that Company will be the sole and absolute owner of Contract Developments in any and all countries in which Company may desire such protection. As used in this Contract, "industrial property" includes patents and copyrights as well as any other form of industrial or intellectual property protection which is presently available or applicable, or which may become available or applicable, to Contract Developments, including developments in expressions of data and computer software. Any reasonable additional costs to Seller required to satisfy the obligations of this paragraph will be reimbursed by Company. To the extent permitted by law, any Contract Development, including software, that generates copyrightable material will fall within the enumerated categories of §101 of the 1976 Copyright Act definition of "work for hire" subsection (2) and thus be considered a "work made for hire"; and Seller acknowledges that by so considering any Contract Development as a "work made for hire" that Company will own all right, title and interest in and to any copyright associated with such Contract Development. To the extent under applicable law that such work may not be deemed a "work made for hire", Seller expressly assigns and agrees to assign to Company all right, including the rights set forth article 27 and 28 of Japanese Copyright Act, title and interest in and to Seller's copyright for such work. Seller will execute and deliver to Company such instruments of transfer and take other such action that Company may reasonably request, including, without limitation, such assignments and other documents required to vest in Company the entire right, title and interest in and to any copyright associated with such Contract Developments. Seller agrees that any Contract Development is the exclusive property of Company and Seller will not sell, trade, give or intentionally make available any Contract Development to any private or public individual, corporation or other entity and will take all reasonable precautions to prevent the illegal use of such Contract Development.

9. **Seller's Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense) and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Company or to others (including Seller and employees and invitees of Seller and of Company) arising out of or in any manner connected with (i) the performance, production and/or delivery of, or any defect in, Services supplied or purchased hereunder, (ii) any act or omission of Seller, and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them, and in each case whether or not caused or contributed to by the fault or negligence of any of the Indemnitees. For the avoidance of doubt, Seller expressly agrees that Seller will indemnify, defend and hold harmless the Indemnitees in connection with this Section 9 even if any or all of the Liabilities incurred by any or all of the Indemnitees are caused in part by the concurrent negligence of one or more of the Indemnitees. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity provided that nothing contained herein shall obligate Seller to indemnify Indemnitees from any claim which arises from the sole negligence of the Indemnitees. Seller agrees to waive and release any rights of contribution, indemnity or subrogation it may have against any of the Indemnitees as a result of any indemnity claim asserted by another Indemnitee under this Section 9. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Company as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Company herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Company by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. In particular, but without altering or in any way limiting the general application of such waiver as set forth in the previous sentence, Seller expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, each as may be amended from time to time. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any Workers' Compensation Act, U.S. Longshoremen's and Harbor Workers' Act, or any other employee benefit act. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller.
10. **Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees. Coverage to include U.S. Longshore Harbor coverage as needed based on exposure. (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than one million dollars (\$1,000,000) and Bodily Injury by Disease with limits of not less than one million dollars (\$1,000,000) per policy; (c) Commercial General Liability Insurance Services Office (ISO) form CG 00 01 10 01 or equivalent, including Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability, Hostile Fire, Underground and Explosion and Collapse coverages if applicable based on the scope of work, remove the asbestos exclusion for abatement work, remove the lead based paint exclusion for abatement work, broaden the definition of insured contract to include work within 50 feet of a railroad with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, including primary and excess liability policies; (d) Automobile Liability



Insurance covering use of all owned, non-owned and hired vehicles with minimum combined single limits of liability for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence; (e) Aircraft Product Liability Insurance, covering products and services provided under this Contract for the aerospace industry, if applicable in an amount not less than ten million dollars (\$10,000,000) per occurrence and not less than \$10,000,000 per grounding; (f) All-Risk Property Damage Insurance for damage to Company's assets while at Seller's facility. The coverage must be written on a Replacement Cost Basis including Business Interruption and Time Element coverage. Additionally, the Seller is financially responsible for any applicable deductible under this All-Risk Property Damage coverage ; (g) Motor Truck Cargo Insurance (Inland Transit), for damage to Company's assets while in transit with a limit of not less than the value of Company's assets per occurrence. The Seller is responsible for any and all deductibles that apply to the coverage. Or Parties will discuss about Insurance separately.

11. **Termination:** Company may terminate this Contract without a formal demand, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Services indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a *pro rata* basis, for Services delivered as of the date of termination. Upon such payment, all finished services for which Company has paid will become the property of Company and will be released by Seller to Company upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.
12. **Cancellation:** Company will have the right to cancel this Contract, in whole or in part, if the Services are, in Company's judgment, non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of this Contract, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform this Contract becomes impaired, whereupon Company will have the continuing right to obtain Services from another source.
13. **Payments:** Invoices will be in Japanese Yen unless otherwise stated on the Invoice. All invoices for Services provided to Company will be accumulated upon receipt for a period from the 1st day to the last day of a month (the "Accumulation Period"). Company will pay invoices received during the Accumulation Period net 90 days from the end of such Accumulation Period (EOAP 90). In case of specified other terms of payment on the specific contract such as the individual purchase order, Company shall respect the individual purchase order. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Services, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Payment by Company of an invoice from Seller does not constitute acceptance of the Services covered by the invoice. If payments are required to be made under this Contract by Company in a currency other than Japanese Yen, Seller will provide Electronic Funds Transfer (EFT) instructions to Company and Company will make such payments to Seller electronically, to the extent permitted by law. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.
14. **Confidentiality:** At all times prior to, during, and after the Contract, Seller will (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract. Without limiting the direct liability of Seller's employees and others who may have received Confidential Information directly or indirectly from Seller, Seller will be responsible for the disclosure or other misuse of Confidential Information by Seller's employees and others, and Seller will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Seller's employees and others of which Seller becomes aware. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller's further use of Confidential Information for any purpose. Upon receipt of such notice, Seller will, and will cause Seller's employees to, promptly cease all further use of Confidential Information, return to Company all physical materials containing Confidential Information, whether the materials were originally provided by Company or copied or otherwise prepared by Seller or any Seller employee, and erase or otherwise destroy any Confidential Information kept by Seller or any Seller employee in electronic or other non-physical form. Such termination by Company will not affect Seller's continuing obligations in this Section 14. Seller agrees that no information disclosed by it to Company will be confidential unless due notice thereof is given in advance to and accepted by Company in writing.
15. **Liens:** Seller guarantees that no lien, encumbrance or security interest will be filed by Seller or anyone claiming under or through Seller against Company, Company's property or the Services furnished under this Contract.
16. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company. Seller will provide all safeguards, and take all precautions necessary in connection with the production and delivery of the Services sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefore. Seller warrants that all Services delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Company requirements concerning safety, performance and otherwise, including, without limitation, any Services or services related thereto performed on premises controlled by Company.
17. **Assignment:** Neither this Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Company will be null and void.
18. **No Violation of Law:** Seller and the Services will comply with all applicable foreign, federal, state and local laws, rules, regulations, orders, conventions, ordinances or standards including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with certificates of compliance therewith. Unless this Contract is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Company, Seller will furnish to Company an executed Certificate of Nonsegregated Facilities. Seller warrants that the Services delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act and agrees to, upon request, provide Company with all explanatory and factual information needed to verify such compliance and to enable Company to comply therewith, and with any other laws and regulations applicable hereto. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the National Highway & Transportation Safety Administration, Federal Aviation Administration, Environmental Protection Administration, Food and Drug Administration, Consumer Product Commission, and Occupational Safety & Health Act Administration.





19. **Limitation on Use of Payment:** Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to this 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 this Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this 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. If Seller breaches the terms of this provision, Company may immediately terminate this Contract without any liability.
20. **Environment, Health, Safety, Security and Compliance:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations. Seller agrees that it and its employees, contractors and subcontractors ("Personnel") that provide Services under this Agreement will comply with all applicable Company policies, rules and regulations which are in effect during the performance of the Services. At Company's request, Supplier and its Personnel will participate in Company trainings related to Company's policies and provide certifications or acknowledgements related thereto satisfactory to Company.
21. **Company Name/Logo:** Seller may not use the Company's name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Company.
22. **Import/Export Compliance:** If any Services are to be delivered into any other country, the Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of such Services, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.
23. **Duty Drawback:** Upon request of Company, Seller will cooperate with Company in seeking any duty drawback available to Company in connection with export by Company of any Services imported by Seller and provided to Company under this Order, or incorporating, or manufactured by Company from, such Services. Without limitation, Seller will (i) provide all information with respect to such imported Services necessary to complete any such drawback claims to be filed by Company, including Customs Service entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Company's drawback claims.
24. **Changes:** Company may, at any time, in writing, make changes to the general scope of this Contract, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly.
25. **Electronic Commerce:** Supplier acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Services hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such 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.
26. **Notifications:** Seller agrees to immediately notify Company of any actual or possible safety or quality problems attributable to the Services delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, labor disputes, insolvency or other matters that might delay or interfere with its performance of this Contract.
27. **Company's Property and Parts:** All property of any kind supplied to Seller or paid for by Company will be and remains Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Services delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. Seller will indemnify, protect, defend and hold harmless Company, its successors and assigns from and against all claims and liens adverse to Company's ownership of Company's property and all loss or damage to such property occurring while in Seller's custody or control. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.
28. **Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary event beyond its reasonable control and without its fault or negligence provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and services to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Company may purchase the Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.
29. **Background/Credit checks:** Seller, at its own expense, will have background and credit checks performed on each employee that it plans to assign to work on the Company's premises. Seller will comply with all applicable C-TPAT security criteria as issued and updated by the U.S. Customs and Border Protection Agency from time to time. Seller and its employees will assure that Seller or its individual employee (i) will not possess relations with any Antisocial Forces, (ii) any of members of the board (director, executive director, managing partner, etc.) will not possess relations with any Antisocial Forces, or (iii) supply funds or afford other benefits to such Antisocial Forces or be associated with them in any other manner. Seller will provide Company with documentation of such compliance upon request.



30. **Transition of Supply:** In connection with termination of this Contract or Company's decision to change to an alternate source of supply, Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Seller will continue delivery of all Services as ordered by Company, at the prices and other terms stated in this Contract, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Company's ability to obtain Services as needed; and (b) subject to Seller's reasonable capacity constraints, Seller will provide special services as expressly requested by Company in writing. If the transition occurs for reasons other than Seller's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Any costs incurred by Seller without Company's prior written consent shall be for Seller's account.
31. **Quality Assurance:** Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the delivery of Services and that it creates and maintains adequate quality control/assurance reports, certificates, and other such records relating to the Services. Seller agrees to notify Company of any change to the Seller's quality control/assurance program as well as certificates, and other such records relating to the Services. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
32. **Supplier Standards:** Seller acknowledges that it has access to, has read and understands Company's standards of conduct as set forth in Alcoa Supplier Standards (the "Guide") as published at [http://www.alcoa.com/global/en/about\\_alcoa/sell/PDF/Supplier\\_Standards.pdf](http://www.alcoa.com/global/en/about_alcoa/sell/PDF/Supplier_Standards.pdf).
33. **Conflict Minerals:** Seller agrees that no conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Seller hereunder originated in the Democratic Republic of the Congo or any adjoining country.
34. **Data Privacy:** Seller warrants and undertakes in respect of any personal data that it may receive, access and/or process on behalf of Company and/or Company's employees, customers or suppliers that its processes and services and its treatment of personal data complies with the applicable laws of any state or country regarding personal data, including but not limited to the U.S. Department of Commerce Safe Harbor Guidelines ("Guidelines"), if applicable, and/or the European Data Protection Directive (95/46/EC) ("Directive") and that it will use best efforts to continuously comply with such applicable laws, Guidelines and/or Directive. If applicable, Seller agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. If Seller no longer complies with the applicable laws, Guidelines and/or Directive, Company will have the option to immediately terminate this Contract without further liability. Seller further warrants and undertakes that it will act solely on the instructions of Company in respect of that personal data, unless otherwise prohibited by the applicable laws, Guidelines or Directive. Seller will inform Company immediately of any actual or suspected breach of this Section 34 and of any complaint or request by an individual concerning personal data or any other complaint or request relating to Company's obligations under the applicable laws, Guidelines or Directive and will provide full cooperation and assistance to Company in relation to any such complaint or request. Seller shall, upon completion of Services, destroy or return the personal data to Company when the aforementioned supply of Services terminates, as well as any other media or documents where any personal data related to this Contract is maintained. Seller warrants and undertakes that it will ensure that its employees, agents and sub-contractors observe the provisions of the laws, Guidelines and Directive, as applicable, as set forth in this Section 34 in respect of any duties or obligations to be performed in connection with the receipt and/or processing of personal data. In the event Seller violates any obligations in this Section 34, the applicable data processing agreement or the laws of any state or country regarding the unauthorized disclosure of personal data in any manner, Seller shall take all necessary measures as required by the local laws of each individual affected by the unauthorized disclosure. In addition, Seller shall indemnify, defend and hold harmless the Company and its respective officers, directors, employees, agents, successors and assigns, from and against all Liabilities in connection with or relating to, third party claims or proceedings to the extent arising from any breach by Seller or its respective officers, directors, employees, agents, subcontractors, successors and assigns, of this Section 34 or any other data privacy law applicable to a deliverable or Services provided under this Contract. Seller will conduct audits to ensure compliance with its obligations under this Section 34. Seller shall permit Company, or Company's designee, during normal business hours and at agreeable times, access to Seller facilities, standard operating procedures and other operational data and information for purposes of reviewing records and materials relating to the Services, conducting quality control audits, and auditing Seller's compliance with this Contract. Company acknowledges that this audit right does not grant access to Seller's Proprietary Process nor does it grant access to information or reports related to other clients of Seller. By submitting business contact and personal information about Seller and/or its employees to Company, Seller consents to the collection, processing, storage, use and transfer of that information to/by Company and all its controlled entities, affiliates and subsidiaries in the United States of America and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating your business relationship with Company, enhancing Company's ability to contact Seller and its employees, and enabling Company to process and track Seller's transactions with it through various internal systems and external third parties ("Purpose"). Company shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.
35. **Subcontracts:** Unless otherwise specified, Seller must obtain Company's written permission before subcontracting any portion of the Services. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to all of the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Company, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Company.
36. **Other Provisions:** The parties agree that this Contract will be determined in accordance with the laws of Japan. (Parties shall chose a) or b) for the way of resolving disputes) a) The Tokyo District Court will have exclusive primary jurisdiction with respect to all disputes arising with respect thereto; or b) a) The Tokyo District Court will have exclusive primary jurisdiction with respect to all disputes arising with respect thereto; or b) Any and all disputes between the parties that may arise pursuant to this Contract will be heard and determined before an appropriate arbitrator, federal, or state court located in Pittsburgh, Pennsylvania. The Seller acknowledges and agrees that any such court will have the jurisdiction to interpret and enforce the provisions hereof and/or an arbitrator's judgment, and the Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in any of the above tribunals. Company's failure to assert any right is not a waiver of such right or any other right. Time is of the essence with respect to Seller's performance hereunder. Any remedies provided herein to Company are cumulative and in addition to any other remedies provided in law or equity or by statute.