

## SALES ORDER ACKNOWLEDGEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.** The term "Arconic" means Arconic Architectural Products. 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 purchase Goods from Arconic. The term "Goods" means all of the Goods, 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 the terms of this sales order acknowledgment ("Acknowledgment").
2. **ACCEPTANCE.** Arconic's supply to Buyer of product is done on the express understanding that the following terms and conditions apply to the sale of Arconic's Goods. Arconic's acceptance of any order is expressly made conditional upon Buyer's acceptance of the terms and conditions contained herein, and Arconic objects to any additional or different terms and conditions, whether contained in Buyer's forms or otherwise. Arconic will not be deemed to have waived these terms and conditions of sale if it fails to object to provisions contained in Buyer's forms or otherwise. Buyer's silence or its acceptance of Arconic's Goods constitutes its acceptance of these terms and conditions of sale. Buyer's agreement will be conclusively established (i) when Buyer has received and retained this Acknowledgment for ten 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 on the face and reverse side hereof. After acceptance by Arconic, this order may only be modified by a writing signed by Arconic.
3. **PRICES, TAXES.** The prices for the Goods or services covered by this sales order ("order") are subject to change without notice to the prices in effect at the time of each shipment. Buyer shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Buyer of such Goods and services. Arconic quotations on a specific job made in writing by Arconic are valid for sixty (60) days.
4. **WARRANTIES.** As to its Goods at the time of shipment, Seller warrants good title, and conformance to its standard specifications, freedom from defects in material and workmanship provided that such warranty of freedom from defects in material and workmanship extends only for the period for which Buyer warrants such to its ultimate Buyer(s), or for a period of 2 years from the date of shipment of Product by Arconic to Buyer, whichever is shorter, and that Buyer gives Arconic notice of any such defect within ten (10) days after Buyer discovers or should have discovered such defect. Buyer's failure to give Arconic notice of any defect will constitute a waiver of such defect. Products may not be returned by buyer without written authorization from Seller. Any modification to the Product performed by Buyer or its Buyer shall render void the warranty provided herein. **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**
5. **LIMITATION OF LIABILITY.** SELLER'S EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR THE BREACH OF ANY WARRANTIES HEREIN SHALL BE, SELLER'S SOLE OPTION TO EITHER (i) REPLACE NONCONFORMING PRODUCTS AT THE ORIGINAL POINT OF DELIVERY; (ii), TO REPAIR NONCONFORMING PRODUCTS; OR (iii) TO REFUND BUYER'S PURCHASE PRICE FOR THE NONCONFORMING PRODUCTS. WHICHEVER OPTION SELLER SELECTS, SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM IN ANY WAY CONNECTED WITH THIS ORDER SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCT OR SERVICE UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF PRIOR DEALINGS, ANY CLAIM BY BUYER SHALL BE WAIVED UNLESS PRESENTED IN WRITING TO SELLER WITHIN 10 DAYS FROM THE DATE OF DELIVERY OR WITHIN SUCH OTHER TIME PERIOD AS SELLER MAY HAVE PROVIDED IN WRITING. Arconic disclaims all liability for, and is not responsible or liable for, any damages or costs that may result from improper installation of its Goods.
6. **PAYMENT TERMS.** Payment terms shall be as stated on the front of this Order. Payment shall be made to a bank or other institution designated by Seller but shall not constitute final settlement of Buyer's account until accepted as such by Seller, even if Buyer's check, draft or money order provides otherwise. If Buyer fails to make timely payments or if, in Seller's opinion, either the financial condition of Buyer or Buyer's affiliates or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies (I) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller (II) terminate this Order, in which event unpaid invoices shall become immediately due and payable. As to any party, the term "affiliates" means any corporation, partnership, trust or other entity controlling, controlled by or under common control with such party. Buyer agrees to pay the maximum lawful service charge which may be assessed by the Seller on unpaid invoices for their due dates and Seller's reasonable costs of collection including, but not limited to, reasonable attorney's fees.
7. **SETOFF.** Seller shall be entitled to setoff any amount owed by Buyer or by any of buyer's affiliates to Seller or to any of Seller's affiliates any amount payable by Seller in connection with this Order.
8. **TITLE, RISK OF LOSS.** Except as provided in section 14, title to and risk of loss of the Goods covered by this Order shall remain with Seller until delivery is made as defined in section 13. Title to Goods stored by Seller as security for payment or otherwise shall not pass to Buyer.

9. **FORCE MAJEURE.** Seller shall not be liable for failure or delay in performance under this Order due in whole or in part to causes as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of Seller, whether or not of the kind specifically enumerated above. Under any such circumstances, Seller shall have the additional time needed to complete this Order and the right to allocate its available supply, in the manner it selects, to itself and among any or all customers, including, but not limited to, its subsidiaries and affiliates.
10. **INFRINGEMENT.** Products covered by this Order carry a license, under Seller's intellectual property rights (i.e., patents, trademarks, copyrights and proprietary information), to use or resell them in the form sold, but no other license. As to Goods in Seller's standard line, Seller shall indemnify Buyer against claims that their use or sale in such form infringes U.S. Intellectual property rights. As to other Goods, Buyer shall defend, hold harmless, release, and indemnify Seller against claims that (I) Goods made as specified by Buyer or including printed matter approved by Buyer infringe intellectual property right and (II) Goods exported by Buyer infringe foreign intellectual property rights.
11. **SHIPPING TOLERANCES.** Except as otherwise provided in Seller's price data publications, the total Order and each delivery shall be subject to a shipping quantity tolerance of +/- 10 percent.
12. **EQUIPMENT.** Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by Seller to fill this Order shall remain Seller's property and in its sole possession and control. Any die service or other equipment charges assessed by Seller are for the use of such equipment and convey no ownership or intellectual property rights to Buyer. If Seller had not made shipments to Buyer of Goods made with such equipment for a period of one year or if Seller discontinues manufacturing Goods with such equipment, Seller may dispose of such equipment after 30 days prior written notice to Buyer. Until then, Seller shall keep such equipment available to fill Buyer's orders.
13. **DELIVERY TERMS.** Unless otherwise specifically agreed in writing by Arconic, all goods are sold Ex Works the producing Arconic plant (Incoterms 2000 "EXW"). Buyer will be responsible for arranging for loading, freight and insurance from the Arconic plant to its facility. All delivery and shipping dates are estimates only. Arconic will use reasonable efforts to fill the order in accordance with the estimated delivery or shipping date, but Arconic will not be responsible for any delays in filling the order nor liable for any losses or damages resulting from such delays.
14. **EARLY AND DEFERRED SHIPMENTS.** Seller may, at its option, ship up to 14 calendar days prior to the estimated shipping date stated on the front of this Order. Buyer may defer shipments under terms mutually agreed to in writing with Seller and provided Buyer assumes the risk of any loss or deterioration of Goods that occurs after 30 days from such estimated shipping schedule date.
15. **CANCELLATION.** Upon receipt of written notice from Buyer, Seller shall cancel this Order as instructed subject to Seller's right to continue processing raw or finished materials to the point at which processing can be halted with the least disruption and cost to Seller. Buyer shall pay the cancellation charges invoiced by Seller.
16. **NUCLEAR USE.** The Goods covered by this Order are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Buyer shall not use these Goods for such purposes, or permit others to use these Goods for such purposes, unless such use is agreed to in writing by the Seller. If any such use occurs without Seller's written agreement, Seller disclaims all liability for any nuclear or other damages, injury or contamination, and Buyer shall protect, defend and indemnify Seller, Seller's affiliates and the directors, officers, employees, agents and representatives of Seller and its affiliates from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liabilities of every kind and nature whatsoever (including, without limitation, attorney's fees and costs, and expenses of defense) which, either directly or indirectly, are in *any way* connected with, arise out or result from such use.
17. **WAIVER.** Seller shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Seller or of any other right, power, privilege or remedy. No exercise or partial exercise of any other right, power, privilege or remedy shall preclude any other or further existence thereof by Seller or the exercise of any other right, power, privilege or remedy by Seller.
18. **GOVERNING LAW.** Georgia law, not including its choice of law rules but including its statutes of limitations, governs all questions related to the validity, interpretation or performance of this Agreement as well as all questions concerning any rights or obligations of the parties hereto. The parties hereby agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.
19. **GENERAL.** This Order contains the entire agreement of the parties with respect to the Goods and services covered by this Order, and all previous contracts, purchase orders, proposals, discussions and communications relating to the Goods or services covered by this Order are superseded except to the extent that they have been incorporated by direct reference. This Order may not be amended without Seller's written consent. If any provision of this Order, whether a paragraph, sentence or a portion thereof is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision will be deemed to be severed, and the remaining provisions of this Order shall remain in full force and effect. The headings in this Order are for convenience of reference only and shall not affect its interpretation or construction. Any errors in or appearing on this Order are subject to correction by Seller.

20. **ADDITIONAL TERMS FOR ONSITE ACTIVITY.** To the extent Buyer's employees, agents or representatives will be present at Arconic's facilities, the following additional provisions will also apply:

20.1 **INDEMNITY.** BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARCONIC, 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 SUFFER, INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR BODILY INJURY TO ANY PERSON, DESTRUCTION, LOSS OR DAMAGE TO ANY PROPERTY, REAL OR PERSONAL, CONTAMINATION OF OR ADVERSE EFFECT ON THE ENVIRONMENT, OR VIOLATION OR ALLEGED VIOLATION OF FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION, ORDINANCE, ORDER, DECREE, DECISION, RESTRICTION, PERMIT OR LICENSE, CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR ACTS OR OMISSIONS OF BUYER, ITS REPRESENTATIVES, AGENTS, EMPLOYEES OR INVITEES OF ANY OF THEM, AS A CONSEQUENCE OF OR IN ANY MANNER CONNECTED WITH THEIR PRESENCE AT ARCONIC'S FACILITIES. WITH RESPECT TO CLAIMS AGAINST ARCONIC BY BUYER'S EMPLOYEES, BUYER AGREES TO AND HEREIN DOES EXPRESSLY WAIVE ITS IMMUNITY, AS A COMPLYING EMPLOYER UNDER WORKERS' COMPENSATION LAW, FOR ANY AND ALL ACTS OF NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION. THIS WAIVER SHALL APPLY TO ANY IMMUNITY CONFERRED UPON AN EMPLOYER BY ANY STATE'S CONSTITUTION OR WORKERS' COMPENSATION LAWS WITH RESPECT TO LIABILITY FOR CLAIMS ASSERTED AGAINST A THIRD PARTY BY A BUYER'S EMPLOYEE. THIS INDEMNIFICATION PROVISION IS IN ADDITION TO AND CUMULATIVE WITH ANY OTHER RIGHT OF INDEMNIFICATION OR CONTRIBUTION WHICH ANY OF THE INDEMNITEES MAY HAVE AT LAW, IN EQUITY, OR OTHERWISE, AND WILL SURVIVE COMPLETION OF THIS AGREEMENT.

20.2 **INSURANCE.** Unless otherwise specified in this Agreement, Buyer will maintain the following types of insurance coverage:

- A. Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the State in which Arconic's facility being visited is situated. Buyer's Workers' Compensation Insurer or Buyer, if self-insured, agrees to waive rights of subrogation against Arconic except for claims caused by Arconic's sole negligence;
- B. Employer's Liability Insurance for Bodily injury per accident with limits of not less than \$100,000 and Bodily Injury by Disease with limits of not less than \$100,000 per policy;
- C. Commercial General Liability Insurance for personal injury and property damage, including contractual liability insurance, with combined limits of not less than \$1,000,000 per occurrence; and
- D. Automobile Liability Insurance for personal injury and property damage, with combined limits of not less than \$1,000,000 per occurrence.
- E. Buyer agrees that during the term of the Agreement Arconic will be an additional insured on Buyer's Commercial General Liability and Automobile Liability policies and that all of Buyer's insurance identified in Section 19 above will specifically indicate that coverage with respect to Arconic will be primary, without right of contribution of any other insurance carried by or on behalf of Arconic. All of the above mentioned Buyer insurance will be occurrence-based coverage.
- F. Upon Arconic's request, Buyer will provide Arconic with written certification, reasonably acceptable to Arconic, of Buyer's compliance with the requirements listed in Sections 20.2(A) and 20.2(B) above.

20.3 **CONFIDENTIALITY.** Buyer, its employees, agents and representatives will preserve in strict confidence all confidential, sensitive or proprietary information of Arconic, including information of a technical, engineering, operational or economic nature ("Confidential Information"), whether or not marked "Proprietary" or "Confidential", and whether oral or written, using the same degree of care as it takes to preserve and safeguard its own confidential or proprietary information (but in no event less than a reasonable degree of care). Confidential Information shall not include information that Buyer can demonstrate by written evidence was publicly available at the time of disclosure or was independently developed by Buyer without reference to Confidential Information. Buyer will not (i) disclose or cause to be disclosed at any time any Confidential Information obtained from Arconic, or (ii) use or cause to be used any of such Confidential Information for any purpose, except as required in the performance of the Agreement. Buyer's obligations under this paragraph will survive any completion or termination of this Agreement.