

**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS (Rev 04-2020)**

**1. CONTRACT:** These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order" and collectively, the "Contract"), constitute the terms of an offer by Arconic and the sole and exclusive terms on which Arconic agrees to be bound. The term "Arconic" includes Arconic Corporation or any of its affiliate or subsidiary which execute a Purchase Order. This offer expressly limits acceptance to the terms of the offer, and Arconic hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. In addition to the other terms of this offer, this offer expressly includes all implied warranties and all of the buyer's remedies set forth in Canadian and provincial legislation relating to the sale of goods or that are otherwise applicable. If these Standard Terms and Conditions, and the Purchase Order, are construed as an acceptance, this acceptance is expressly conditioned on Seller's assent to any different or additional terms, express or implied, in these Standard Terms and Conditions, and the Purchase Order. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Goods covered under this Contract, by Seller. Except as otherwise expressly set forth in the Purchase Order, Arconic will have no obligation to purchase any specific quantity of Goods from Seller and Arconic will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers.

**2. WARRANTIES:** The seller who is to supply the goods, materials and attendant services ("Goods") pursuant to the terms of this Contract ("Seller") warrants that all Goods: (i) will be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Arconic), for the longer of two years or the life expectancy of the Goods from the date of tender of delivery of the Goods; (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (iii) will be fit for the particular purpose(s) for which the Goods are required, and Seller acknowledges that Arconic is relying on the Seller's skill or judgment to furnish suitable Goods; (iv) will be composed of all new components; (v) will be free and clear from all security interests and other encumbrances, any actual or claimed intellectual property infringement or other colorable claims; and (vi) will be manufactured and sold in compliance with all applicable federal, provincial and foreign laws, regulations or orders, and trade standards applicable to the Goods. Such warranties explicitly extend to future performance of the Goods. Seller assigns to Arconic all warranties from third-parties, including sub-contractors or manufacturers' warranties. Seller warrants that all services provided in connection with this Contract will be performed in a professional and competent manner and in accordance with the highest standards of the industry. Such warranties are in addition to any warranties implied by law or expressly made by Seller other than hereunder. In addition to remedies otherwise available to Arconic, if Seller is in breach of the warranties set out in this paragraph, Seller will, at the election of Arconic and upon notice from Arconic, and at Seller's sole cost (including any relevant transportation and labor costs), either redesign, repair or replace (including, if applicable, reinstall) the Goods or re-perform the related services to Arconic's satisfaction, prior to the expiry of the time set forth in the notice. If Seller fails to make the necessary redesign, repair or replacement within the period specified, Arconic may perform or cause to be performed such redesign, repair or replacement at Seller's risk and cost and any costs and expenses incurred by Arconic will be recoverable from Seller as a debt due and payable.

**3. PRICE:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Arconic's prior express written consent, including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. If during the term of this Contract, Seller sells goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Seller will immediately extend such lower prices to Arconic. If Arconic provides satisfactory evidence that it can purchase goods of like quality and similar or greater quantity as the Goods at a lower price, and if Seller elects not to meet such lower price, then all quantities of such Goods actually purchased by Arconic at a lower price will be deducted from the remaining quantity obligation for such Goods required hereunder.

**4. SHIPMENT:** Seller's shipment of Goods will be D.D.P. (Incoterm 2010), place of destination listed on Arconic's Purchase Order form, provided that Seller is responsible for all customs duties for importation of Goods and formalities as set forth in Section 19. All Goods will be delivered in strict conformity with the dates listed on Arconic's Purchase Order. Time for delivery is of the essence.

**5. REJECTION AND REVOCATION OF ACCEPTANCE:** Arconic has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods, nor the failure to do so, before delivery to Arconic constitute acceptance of any Goods or relieve Seller from exclusive responsibility for furnishing Goods in strict conformance with Arconic's specifications. If, in Arconic's judgment, the Goods or the tender of delivery fail in any respect to conform to the Contract, Arconic may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Seller agrees that any notification of nonconformity by Arconic, in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. In an appropriate case, Arconic may revoke its acceptance of Goods. Seller agrees that Arconic's acceptance of the Goods is reasonably induced by the Seller's assurances of the Goods' quality and conformity to the terms of the Contract.

**6. TERMS OF PAYMENT:** Seller will promptly submit to Arconic correct and complete invoices, supporting documentation, and other information reasonably required by Arconic in connection with the delivery of the Goods. Arconic may withhold payment until such documents are received and verified. All invoices for Goods provided to Arconic will be accumulated upon receipt for a period from the first day of a month to the last day of the month (the "Accumulation Period".) Arconic will pay invoices received during the Accumulation Period on the 4th day of the 4th month from the end of such Accumulation Period. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Goods will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods covered by this Contract may give rise to security interests, mechanics' liens, prior claims, hypothecs or other liens, payment will not be due and the cash discount period will not commence until Seller has obtained and delivered to Arconic a complete release and discharge of all security interests or other liens or a receipt/discharge covering all labor and materials for which such security interests and other liens could be filed or a bond satisfactory to Arconic indemnifying it against such security interests or other liens. If payments are required to be made under this Contract by Arconic in a currency other than CDN\$, Seller will provide Electronic Funds Transfer (EFT) instructions to Arconic and Arconic will make such payments to Seller electronically, to the extent permitted by law. Arconic will have the right, at any time, to set off and apply against any monetary obligations that Arconic 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 Arconic.

**7. AUDITS AND INSPECTIONS:** Arconic has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Seller's obligations under this Contract. Such records will be kept by Seller for a period of at least six (6) years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by law. In addition, Arconic may inspect or test at any reasonable time and place all Goods prior to delivery. Seller agrees to provide reasonable assistance for such audits, inspections, and tests.

**8. TAXES:** Seller will bear and pay all applicable taxes of Canada, its provinces or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income, capital 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 all taxes including, but without limiting the general nature of the foregoing, goods and services tax (GST), Québec sales tax (QST) and harmonized sales tax (HST) from Arconic on behalf of any Canadian, provincial or other taxing jurisdiction including, but without limiting the general nature of the foregoing, Canada Revenue Agency and Revenu Québec, Seller will provide to Arconic invoices which separately state and clearly indicate the amount of tax to be collected and Arconic will remit any such tax to Seller. Seller will have the sole responsibility of complying with all applicable Canadian, provincial and other laws regarding tax including, but without limiting the general nature of the foregoing, the *Excise Tax Act*, R.S., 1985, c. E-15, the *Act respecting the Québec sales tax*, R.S.Q., c. T-01 as well as the *Act respecting the Ministère du Revenu*, R.S.Q., c. M-31. In all cases, Seller will state on every invoice the taxing jurisdiction (e.g. country, state/province and municipality) in which Goods were provided. If applicable, Seller will accept a properly executed exemption or direct pay certificate from Arconic in lieu of payment for any sales and use tax. The determination of whether an exemption certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Arconic on a location by location basis for each of the facilities. With the exception of the taxes described above, all other taxes imposed upon Seller, on the price or compensation under this Contract, or on the Goods provided hereunder, will be the sole responsibility of Seller.

**9. CONFIDENTIALITY:** During the term of this Contract and for five years after its cancellation, termination or expiration, Seller will not make use of Arconic's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Seller obtains from Arconic or otherwise discovers in the performance of this Contract. "Confidential Information," as used in this Contract, will mean all information relating to Arconic's business which is not generally available to the public. Confidential Information includes information that Seller possesses that predates this Contract. The foregoing provisions of this paragraph will not apply to any information that is: (a) rightfully known to Seller prior to disclosure by Arconic; or (b) rightfully obtained by Seller from any third party; or (c) made available by Arconic to the public without restrictions; or (d) disclosed by Seller with prior written permission of Arconic; or (e) independently developed or learned by Seller through legitimate means; or (f) disclosed by Arconic to a third party without a duty of confidentiality on the third party; or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Seller will provide reasonable prior written notice to Arconic if it is required to disclose any of Arconic's Confidential Information under operation of law. Arconic expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

**10. LIMITATION ON USE OF PAYMENT:** Seller will 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 will be made nor will any transaction entered into in connection with this Contract that is illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Seller breaches the terms of this provision, Arconic may immediately terminate this Contract without any liability.

**11. INTELLECTUAL PROPERTY:** If Seller makes modifications to the specifications or any process related to the Goods specifically for Arconic at Arconic's request ("Custom Work"), Arconic owns the Custom Work. Seller hereby assigns to Arconic all rights, title and interest in the Custom Work and represents and warrants that: (a) the Custom work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Arconic. If Seller furnishes a pre-existing design for the Goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Arconic a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use and have used, such intellectual property. Seller may not use Arconic's name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Arconic.

**12. INDEMNIFICATION:** Seller will indemnify, defend, and hold harmless Arconic, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Goods, liens on Goods, defects in the Goods or the manufacture, delivery, use or misuse of the Goods; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Seller hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Seller rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Seller encompassed by this Indemnification paragraph 12.

**13. INSURANCE:** Seller agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Arconic, including Arconic as an additional insured, under policies of Insurance; (iii) to ensure that Arconic is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Arconic is exposed and that the limits of Insurance to which Arconic is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Seller under all of the policies of Insurance; (iv) to ensure that the policies of Insurance contain a severability of interest clause in favor of Arconic and are stated to be specifically primary to any of Arconic's insurance policies, which policies will be, in all respects, excess to Seller's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Arconic's request, to timely provide written certification, reasonably acceptable to Arconic, certifying the material terms of the policies of Insurance.

**14. 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, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The parties agree that there is no agreed source of supply for Seller to fulfill its obligations under this Contract. The party affected by an event under this paragraph will furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Seller is unable to perform for any reason, Arconic may purchase the Goods 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.

**15. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS:** Seller warrants: (1) that any chemical substance or mixture delivered to Arconic pursuant to this Contract complies with the provision of Canadian and provincial legislation in respect of hazardous materials; (2) that such substances or mixtures are lawfully available for sale and use; (3) that such substances or mixes delivered hereunder will be properly packaged with all appropriate

warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Arconic with an adequate supply of such warning labels, instructions, and notices for use in Arconic's facilities; (4) that Seller will supply with, or before, delivery, and at any other time upon Arconic's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (5) that Seller will ascertain and furnish all information about Goods required by Arconic to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws as well as those governing occupational safety and health and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Arconic upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Arconic's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Arconic pursuant to this Contract. Unless approved in writing by Arconic's location manager prior to shipment, Seller will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less.

**16. SUPPLIER STANDARDS:** Seller acknowledges that it has access to, has read and understands Arconic's standards of conduct as set forth in Arconic Supplier Standards (the "Guide") as published at [www.arconic.com/global/en/contact/supplier/pdf/supplier-standards-English.pdf](http://www.arconic.com/global/en/contact/supplier/pdf/supplier-standards-English.pdf)

**17. COUNTERFEIT AND SUSPECT GOODS:** Seller warrants that it shall not deliver Counterfeit and Suspect Goods to Company and shall immediately notify Company if Seller becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Company, Seller shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Seller; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Seller shall indemnify Company for all Claims relating to Counterfeit or Suspect Goods, including without limitation Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Seller shall include this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.

**18. CONFLICT MINERALS AND SPECIALTY METALS:** All Goods supplied by Seller to Company that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Seller, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Seller agrees to: cooperate with Company in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule. Seller warrants that any specialty metals incorporated in Goods delivered under this Contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, as defined in and required by DFARS 252.225-7009.

**19. DATA PRIVACY:** Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Company (and/or Company's employees, customers or suppliers) complies with the applicable federal, state and international laws regarding personal data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply with such Privacy Laws. In particular, Seller shall ensure that any personal data is processed only as needed to perform this Contract. If applicable, Seller agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals. Seller will notify Company immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Company's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Company regarding any such complaint or request. If Seller fails to comply with any of the Privacy Laws, Company will have the option to terminate this Contract immediately without further liability. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. 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, Europe and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating Seller's 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 Company 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.

**20. IMPORT/EXPORT COMPLIANCE:** Seller warrants that sales made hereunder are or will be made at not less than fair value under the Special Import Measures Act (R.S.C. (1985), c. S-15). Arconic will not be a party to the importation of the Goods, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Seller will neither cause nor permit Arconic's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Goods, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Arconic unless otherwise prohibited by applicable law. Seller will provide Arconic with all information and records relating to the Goods necessary for Arconic to (i) receive these benefits, credits, and rights, (ii) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Goods, 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.

**21. CUSTOMS, DUTY AND EXCISE TAX REMISSION:** Seller will cooperate with Arconic in seeking any customs, duty and excise tax remission available to Arconic in connection with export by Arconic of any Goods imported by Seller and provided to Arconic under this Contract, or incorporating, or manufactured by Arconic from, such Goods. Without limitation, Seller will (i) provide all information with respect to such imported Goods necessary to complete any such customs, duty and excise tax remission claims to be filed by Arconic, including Canada Revenue Agency entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties and excise tax paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Arconic's remission claims.

**22. INDEPENDENT CONTRACTOR/SUBCONTRACTS:** Seller is and will remain an independent contractor of Arconic. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Arconic. Seller must obtain Arconic's written permission before subcontracting any portion of this Contract. 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 the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Arconic, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Arconic.

**23. SAFETY:** Seller will provide all safeguards, and take all precautions, in connection with the production and delivery of the Goods sold to prevent the occurrence of any accident, injury, death, loss, or damage to persons or property and Seller will be solely responsible for any such occurrences. Seller warrants that all Goods delivered hereunder will be in compliance with all Arconic requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Arconic. Seller agrees to immediately notify Arconic of any actual or possible safety problems with the Goods delivered hereunder.

**24. ELECTRONIC COMMERCE:** Seller acknowledges that Arconic currently uses an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Goods hereunder. Arconic's designated third party provider of "business to business" service is Ariba. There is a nominal fee structure to be negotiated by the Seller with Ariba to utilize the "business to business" service. 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. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Arconic 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 Arconic, 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 digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document.

**25. CHANGES:** Arconic may, at any time, make written 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.

**26. PROCESS MATERIAL OR DESIGN CHANGES:** If Seller or any supplier of Seller makes or intends to make any change to the process, materials, or design details of the goods, including raw materials or parts used in the manufacture of the goods, such changes including, but not limited to, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be a Material Change. Seller must promptly notify Company in writing of any Material Change. Additionally, if a Material Change could affect the goods or any component part thereof with regard to quality, functionality, form, stability, safety, or otherwise fitness for its intended purpose, Seller shall at its own expense promptly send Company product samples complete with test reports indicating the test instrument used (such samples and test reports together the "Conforming Samples"), and shall verify the Conforming Sample specifications compared to the specifications and performance of the goods as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the goods incompatible for the use for which Company is purchasing the goods, Company shall provide written notice of such incompatibility to Seller within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Seller shall only make or allow a supplier of Seller to make a Material Change necessitating the provision of a Conforming Sample after Company's prior written approval.

**27. TERMINATION AND CANCELLATION:** Arconic may terminate this Contract, 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 Goods indicated in the notice of termination and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Arconic will pay Seller, on a *pro rata* basis, for Goods delivered as of the date of termination. Arconic will have the right to cancel this Contract if, in its judgment, Seller has breached any of its terms, or if, in Arconic's judgment, the credit or ability of Seller to perform this Contract becomes impaired. In that case, Arconic will have the right to all remedies available to it under the law.

**28. MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Goods. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties.

**29. ANTI-WAIVER:** No term or provision of this Contract will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right will constitute a waiver of any other right, whether of a similar nature or otherwise.

**30. SURVIVAL:** Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

**31. ASSIGNMENT:** Neither this Contract, nor Seller's rights and obligations hereunder, are assignable without the prior written consent of Arconic. No such consent or assignment will release Seller or alter Seller's liability to perform its obligations under this Contract. Any attempted assignment without the prior written consent of Arconic will be null and void.

**32. NO VIOLATION OF LAW:** Seller agrees to comply with all pertinent federal, provincial, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Seller warrants that the Goods delivered hereunder were produced at facilities complying with all applicable provisions of occupational safety and health legislation and related regulations. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of pertinent governmental administrations.

**33. CHOICE OF LAW AND CHOICE OF FORUM:** Any and all claims or matters of dispute between the parties to this Contract arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, will be resolved, governed by, construed, and enforced in accordance with the laws of the Province of Québec, regardless of the legal theory upon which such matters are asserted. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph will be resolved in a court of competent jurisdiction in Montréal, which courts will have exclusive jurisdiction of all such disputes. Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.