

TERMS AND CONDITIONS OF SALE (REV. 09/17)

1. Definitions.

“**Arconic**” means Arconic Manufacturing (GB) Limited (company number 00633328) whose registered office is at 26A Atlas Way, Sheffield, S4 7QQ. “**Buyer**” means the individual, corporation or other legal entity that has submitted an Order to Arconic. “**Order**” means Buyer’s expressed desire, whether oral or written, to procure Goods from Arconic. “**Goods**” means all of the products, materials and related services that the Buyer desires to purchase from Arconic. The sale of the Goods that are the subject of an Order will be governed by these terms and conditions of sale (“**Terms and Conditions**”).

2. Acceptance.

- 2.1 All Orders are subject to written acceptance by Arconic. Arconic's acceptance of an Order is conditional on the Buyer’s agreement to all of the Terms and Conditions. The Terms and Conditions contain the sole terms and conditions that will govern the Order. The Order, the written acceptance, if any, and these Terms and Conditions shall be the complete and final agreement (the "**Agreement**") between Arconic and the Buyer with respect to the purchase and sale of Goods and/or services identified in the Order, to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Arconic will not be deemed to have waived these Terms and Conditions if Arconic fails to object to provisions contained in the Buyer’s communications.
- 2.2 The Buyer’s acceptance of all or any part of the Goods constitutes the Buyer’s acceptance of these Terms and Conditions. No amendment to these Terms and Conditions shall have any effect unless approved in writing by a director or other authorised employee of Arconic.
- 2.3 Arconic reserves the right to decline any Order. Orders confirmed by Arconic cannot be cancelled except with the written consent of Arconic.

3. Price.

- 3.1 Unless otherwise agreed to in writing and signed by Arconic, the prices and charges will be as stated in Arconic’s Order acknowledgement form.
- 3.2 All prices and payments are in Sterling unless otherwise agreed. Quotations in a currency other than Sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice. The prices stated do not include any value added tax or any other tax or duty related to the manufacture, transportation, export, import, sale or delivery of the Goods and/or services and all such taxes in effect or hereafter levied are in addition to such prices and will be paid by the Buyer.
- 3.3 Where as a result of withdrawal of the United Kingdom from the European Union (“EU Withdrawal”), Arconic’s costs of supplying the Goods under the Agreement are materially increased, Arconic shall be entitled to increase the prices for the Goods on thirty (30) days’ written notice to the Buyer to reflect such increase to Arconic’s costs. Such increase to the prices shall apply from the date of the EU Withdrawal. For the purposes of this Condition 3.3, an increase of 10% or more of Arconic’s costs shall in all cases be deemed to be a “material” increase.

4. Payment.

- 4.1 Unless otherwise agreed to in writing and signed by Arconic, payment terms are net thirty (30) days from date of Arconic's invoice. The Buyer's obligation to make full and timely payment of amounts due under the Agreement shall be without rights of abatement, counterclaim, deduction or set-off.
- 4.2 Whenever reasonable grounds for insecurity arise with respect to due payment by the Buyer, Arconic may demand different terms of payment from those specified in the Agreement and may demand assurance of the Buyer's due payment. Any such demand may be oral or written and Arconic may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, the Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Arconic may, at its option, treat such failure or refusal as a repudiation of the portion of the Agreement which has not been fully performed, or Arconic may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.
- 4.3 Arconic retains all rights at law pertaining to the collection of unpaid amounts owed by the Buyer under the Agreement, and the Buyer will reimburse Arconic for all costs associated with such collection activities, including reasonable legal and professional fees, and Arconic reserves the right to charge interest on late payments at the rate of five percent per annum over the base rate of the Bank of England prevailing from day to day from the due date for payment until the day payment is received by Arconic. Such interest shall run from day to day and shall accrue after as well as before judgment and shall be compounded monthly on the amount overdue until payment thereof.
- 4.4 Time of payment by the Buyer shall be of the essence of the Agreement.

5. Delays.

Arconic will use commercially reasonable efforts to fulfil the relevant Agreement in accordance with the estimated delivery or shipping date. Arconic will not be responsible for any delays in fulfilling the Agreement nor be liable for any losses or damages resulting from such delays, and the Agreement will not be subject to cancellation for any such delays.

6. Force Majeure.

Arconic will not be liable for delays in fulfilling the Agreement or failure in the performance of any of its obligations under this Agreement caused by accidents, labour disputes or disruptions, strikes, shortages of labour, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of the Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of any government authority, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those set forth above, beyond Arconic's reasonable control. In the event of any such circumstances causing a delay in delivery then Arconic shall be entitled to serve written notice of such circumstances on the Buyer and should the situation prevail for a period exceeding ninety (90) days from the date of such notice then either party shall be entitled within a further period of ten (10) days to cancel the Agreement or that part of the Agreement still outstanding.

7. Warranty.

- 7.1 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.
- 7.2 Arconic warrants to the Buyer that the Goods will, at the time of delivery, conform in all material respects to the written description agreed to by the parties and included in the Agreement, and be free from defects in material and workmanship. Such warranty is limited to twelve (12) months from the date of delivery of the Goods to the Buyer.
- 7.3 The Buyer must make any claim for breach of warranty under this Condition 7 prior to the expiration of the one-year warranty period, notwithstanding any longer statute of limitations. The foregoing warranty in this Condition 7 will only apply to Goods that are properly installed, maintained and/or operated or used under normal conditions. Arconic shall have no liability whatsoever in respect of any defect arising from (i) the Buyer's specifications, (ii) ordinary wear and tear, (iii) wilful damage by the Buyer or its customers, (iv) negligence on the part of the Buyer or its customers, (v) abnormal working conditions at the Buyer's or any of its customer's facilities, (vi) the Buyer's or any of its customer's failure to follow Arconic's instructions (whether oral or in writing), (vii) the Buyer's or any of its customer's misuse or alteration or repair of Goods sold hereunder without Arconic's prior written approval, or (viii) if the Buyer makes further use of the Goods after having discovered the defect.
- 7.4 Arconic's sole obligation and liability in the event of breach of warranty and the Buyer's sole remedy, as determined by Arconic, will be Arconic's refund of the amount paid for any non-conforming Goods, or repair or replacement of non-conforming Goods free of charge at the applicable delivery point. Any such repair, replacement or refund will be made only upon return of the non-conforming Goods to a location designated by Arconic. Arconic will pay the transportation costs for returning non-conforming Goods only after Arconic has inspected the non-conforming Goods (which may be by the Buyer returning a sample to Arconic at Arconic's request), approved of such return and provided the Buyer with shipping instructions.
- 7.5 Except to the extent such exclusion is prevented by law, ARCONIC MAKES NO WARRANTY THAT THE GOODS WILL BE OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. ARCONIC MAKES NO OTHER WARRANTY EXPRESSED OR IMPLIED EXCEPT SUCH AS IS EXPRESSLY SET OUT IN THIS CONDITION 7.
- 7.6 Except to the extent such exclusion is prevented by law Arconic makes no warranty whatsoever with respect to Goods manufactured by third party suppliers and warranties with respect to such Goods are limited to those which are offered by such suppliers and are transferable to the Buyer.

8. Inspection.

- 8.1 Inspection of the Goods must be made within seven (7) days after the Buyer's receipt of the Goods. The Buyer must notify Arconic within such seven (7) days of any non-conformity or defect including, but not limited to, if it believes that any Goods delivered are water stained. The Buyer's failure in either respect will constitute a waiver of any such non-conformity or defect.
- 8.2 If, following inspection in accordance with Condition 8.1, any of the Goods shall be found to be of defective quality or not in conformity with agreed specification (excluding slight and

immaterial imperfections in colour and appearance and reasonable excesses and deficiencies, which shall be accepted by the Buyer) then Arconic will at its option either replace the Goods at its expense or refund to the Buyer the sale price of the Goods, provided that if requested the Buyer will without delay, at the expense of Arconic, return the Goods that are the subject of the complaint to Arconic if the relevant Goods are still in existence. The liability of Arconic will be satisfied by replacing the defective Goods or refunding the Buyer the sale price of the Goods and this shall be the Buyer's sole remedy. Arconic shall in no event be liable for loss of profit, damage to plant or any consequential or special loss or damage sustained by the Buyer.

8.3 Arconic will not accept return of any Goods without its prior agreement. Any Goods which are authorised to be returned will remain at the risk of the Buyer during transportation.

9. Instalments; Product Weights.

9.1 Arconic reserves the right to make the Goods available in instalments, and to invoice instalments separately. Each instalment shall constitute a separate Agreement. Any delay or defect in any instalment will not entitle the Buyer to cancel any other instalment. If the Buyer shall make default in payment of any monies payable to Arconic in relation to any delivery or any pre payment under an Agreement for delivery by instalments then Arconic shall be entitled within its discretion summarily to terminate the then outstanding balance of the Agreement by serving notice to that effect upon the Buyer.

9.2 Absent manifest error, Arconic's product weights as shown on the packaging will govern for each product. Should the Buyer dispute the product weight of any product, the Buyer will promptly notify Arconic in writing of the reasons for such dispute and provide to Arconic with all documents necessary to substantiate the difference. The parties agree that if the quantity of Goods, as determined by actual weight, is within five percent (5%) of the quantity shown on the packaging, the Buyer shall be deemed to have received the quantity shown on the packaging, and the Buyer shall pay for such amount.

10. Limitation of Liability.

10.1 The Buyer shall indemnify Arconic against all action, claims or demands by third parties, howsoever arising, directly or indirectly, in connection with the use, functioning, performance or state of the Goods and/or services following delivery of the Goods and/or completion of the services to the Buyer except where such claim relates to death or personal injury caused by Arconic's negligence, of the negligence of its employees, agents or subcontractors.

10.2 Under no circumstances shall Arconic be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods or otherwise in connection with any Agreement:

- (a) loss or damage incurred by the Buyer as a result of third party claims;
- (b) loss of actual or anticipated profits;
- (c) loss of actual or anticipated projects;
- (d) loss of business opportunity;
- (e) loss of anticipated savings;
- (f) loss of goodwill;

- (g) injury to reputation; or
- (h) any incidental, consequential or special loss or damages howsoever caused.

10.3 In any event, Arconic's liability to the Buyer shall not exceed the purchase price of the Goods on which such liability is based. Except to the extent such exclusion is prevented by law, the Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of the Goods, either alone or in combination with other products.

10.4 Nothing in these Terms and Conditions shall exclude or limit Arconic's liability for (i) death or personal injury caused by Arconic's negligence, or the negligence of its employees, agents or subcontractors (ii) fraud or fraudulent misrepresentation or (ii) any other liability that cannot be lawfully excluded or limited.

11. Intellectual Property & Infringement.

11.1 Arconic agrees to indemnify the Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any patents issued in the country of the Goods' origin, as well as any other intellectual property right in existence in that country at the time of Arconic's acceptance of the Order to the extent such intellectual property covers the Goods.

11.2 The Buyer agrees, for the Goods delivered under an Agreement, to indemnify and hold Arconic harmless against all charges, claims, damages (excluding consequential damages) and costs resulting from infringement of any third party intellectual property right to the extent that the infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by the Buyer.

11.3 The parties agree to provide information and reasonable assistance to each other upon request to the extent such information and assistance are required by such party to defend against any infringement claim.

11.4 Nothing in the Agreement shall grant to the Buyer any right or license of any kind under any patent or other intellectual property owned or controlled by Arconic or its supplier, or under which Arconic or its suppliers is licensed or developed by Arconic during the course of performance of the Agreement, but the foregoing shall not be understood to limit in any way the right of the Buyer to use and sell such Goods, in the event that such Goods as sold are covered by any such patent. No right, title or interest in and to any development, invention or work of authorship conceived or developed by Arconic during the course of performing the Agreement or any other intellectual property right is transferred to the Buyer.

12. Confidentiality.

Unless otherwise agreed to in a non-disclosure agreement executed by the parties, (i) Arconic will not be bound by any obligations of confidentiality or non-disclosure and (ii) all information disclosed by Arconic to Buyer is confidential information and the Buyer agrees to protect such information for a period expiring two (2) years following Arconic's last delivery of Goods to the Buyer.

13. Indemnity.

The Buyer agrees to release, hold harmless, indemnify and defend Arconic from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and

costs caused by, arising out of or relating to the design of Goods supplied by Arconic or the design of the packages or containers in which such Goods are delivered, to the extent such Goods, packages or containers are made in compliance with the Buyer's design or specification.

14. Termination.

- 14.1 The Buyer may not terminate any Agreement without the prior written consent of Arconic. If Arconic consents to such termination, reasonable termination charges, computed by Arconic, will be assessed in connection with such termination, and shall be due and payable by the Buyer not later than thirty (30) days after submittal of said termination charges.
- 14.2 Without liability to the Buyer, Arconic may terminate any Agreement, contract or Order or related Orders in the event that the Buyer breaches the Agreement (including, but not limited to, any failure to pay any debt due and payable to Arconic) and fails to remedy any such breach within ten (10) days of Arconic's transmission to the Buyer of written notification describing the breach or becomes or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or for an administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law.

15. Delivery and Transportation; Title; Risk of Loss.

- 15.1 Unless otherwise agreed by the parties in writing, Arconic shall package the Goods in accordance with applicable industry standards. The method and agency of transportation of the Goods and the routing of the Goods to the delivery point will be designated by Arconic. If Arconic complies with the Buyer's request with respect to the use of any agency or method of packaging or transportation or any routing other than that which would otherwise be designated by Arconic, all packing, shipping, transportation and other charges resulting from compliance with the Buyer's instructions other than that which would be designated by Arconic will be for Buyer's account and the Buyer agrees to pay such amounts in accordance with the payment terms in these Terms and Conditions.
- 15.2 All delivery or shipping dates are estimates only. Unless otherwise specifically agreed in writing by Arconic, all Goods are sold Ex-Works Arconic's plant (Incoterms 2010), the cost of transportation for and risk of loss to the Goods to be borne by Buyer.
- 15.3 Until Arconic has been paid in full (in cash or cleared funds) for the Goods and until all other monies due or which become due from the Buyer to Arconic on any account whatsoever have been paid in full (in cash or cleared funds), the following provisions shall apply:
- (a) legal and beneficial ownership of such Goods shall remain with Arconic;
 - (b) the Buyer shall have a right to possession (but not ownership) of such Goods and shall ensure that the Goods shall be clearly marked and identifiable as being Arconic's property;

- (c) Arconic may recover all or any part of such Goods at any time from the Buyer if they are in the Buyer's possession and any of the events in Condition 14.2 has occurred and for that purpose Arconic, its agents and representatives may enter upon any land or building upon or in which such Goods are situated;
 - (d) the Buyer has a right to dispose of such Goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by Arconic giving to the Buyer notice at any time and such right being automatically terminated (without notice) upon the happening of any of the events referred to in Condition 14.2;
 - (e) Arconic shall package the Goods in accordance with applicable industry standards; and
 - (f) even if legal title to the Goods has not passed to the Buyer, Arconic may nevertheless maintain an action against the Buyer for the purchase price and all other monies in relation to the Goods notwithstanding Section 49 of the Sale of Goods Act 1979.
- 15.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in Condition 14.2 then, without limiting any other right or remedy Arconic may have, the Buyer's right to resell the Goods or use them in the ordinary course of its business shall cease immediately.
- 15.5 Arconic expressly reserves the right to deliver the Goods at any time before the agreed upon estimated delivery date. Any such delivery by Arconic will be considered on-time and the Buyer will be obligated to take delivery of all such Goods within three (3) days of being notified to do so.
- 16. Equipment.**
- 16.1 Any equipment (including jigs, dies and other tools) which Arconic constructs or acquires for use in the production of Goods for the Buyer ("**Equipment**") will be and remain Arconic's property and in Arconic's possession and control, and any charges by Arconic therefore will be for the exclusive use of such Equipment only. If the Buyer pays such charges for the Equipment, then all such Equipment will be used exclusively for the manufacture of Goods for the Buyer. If for three (3) consecutive years no Orders acceptable to Arconic are received from the Buyer for Goods to be made with any such Equipment, Arconic may in its sole discretion make such use of or dispose of such Equipment, without liability or obligation to the Buyer.
- 16.2 Any materials or equipment furnished by the Buyer to Arconic will be handled and stored by Arconic with the same degree of care that Arconic handles and stores its own materials and equipment. Arconic shall be entitled to assume that any such materials or equipment is in good condition, true to drawings and entirely suitable to Arconic's methods of production, and for the production of the Goods in the quantities required. While Arconic uses all reasonable efforts to verify such material or equipment supplied by the Buyer, no responsibility is accepted by Arconic for their accuracy. All replacements, alterations and repairs to the Buyer's materials or equipment shall be paid for by the Buyer. If for three (3) consecutive years no Orders acceptable to Arconic are received from the Buyer for Goods to be made with any such equipment or materials, Arconic may, by written notice to the Buyer, request the Buyer to make arrangements for the removal of such materials and equipment at the Buyer's expense. If the Buyer fails to comply with such notice within thirty (30) days of

the date of the notice, Arconic may make such use of or dispose of such materials or equipment in its sole discretion, without liability or obligation to the Buyer.

- 16.3 Any Arconic equipment specified in writing and signed by Arconic as returnable, or for which a charge is made or for which a deposit is required, will be returned in accordance with Arconic's standard instructions with respect to such equipment.

17. Standard Quantity Tolerances.

Unless another tolerance is stated in writing and signed by Arconic, the quantity tolerance applicable to the Goods specified in the Agreement will be the applicable standard quantity tolerance in effect at the time of delivery of such Goods or portion of such Goods, as reflected on Arconic's price data sheets.

18. Buyer Part, Specification Number or Drawing Number.

The Buyer may request that the Goods are produced in accordance with a particular part, specification or drawing number. Any such number appearing on the face of an Order which is followed by the notation, "IDENT," means that the Goods referenced will be produced by Arconic in accordance with such part, specification or drawing, as modified only with the Buyer's prior approval. Any such number appearing on the face of an Order which is not followed by the notation "IDENT," is for identification purposes only and does not require that the Goods be produced in accordance with such part, specification or drawing.

19. Publicity.

At Arconic's request, the Buyer agrees to place an Arconic logo on the Buyer's product and/or packaging if the Buyer's product incorporates an Arconic product or material. Any such use of the Arconic logo is subject to Arconic's trademark usage guidelines (a copy of which is available from Arconic upon request) and Arconic's prior written consent, review and approval. The Buyer agrees to permit Arconic to use the Buyer's name and/or mark and identify itself as the supplier of the product in Arconic's publicity, advertising, marketing or product-related literature ("**Publicity**"). The form and placement of the Buyer's name and/or mark on Arconic's Publicity will be subject to the Buyer's prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

20. Legal and Trade Compliance.

The Buyer warrants that it will comply with all applicable laws in the United Kingdom and Europe and also any applicable United States federal, state and local laws and regulations including import and export laws and regulations and will all applicable export and import licences and their provisos. Arconic's supply of Goods to the Buyer is conditional upon Arconic securing any necessary export authorisations or licences, and the Buyer shall cooperate with Arconic in obtaining such export authorisations or licenses at Arconic's request. Arconic shall have no liability to the Buyer in the event that an export authorisation or license is delayed, not approved or is later withdrawn or suspended. The Buyer agrees to provide Arconic any documentation Arconic reasonably requests to comply with applicable laws and regulations. Each party acknowledges that in no event shall Arconic be obligated to take any action that Arconic believes, in good faith, would cause it to be in violation of any laws, regulations, rules, decrees or directives applicable to Arconic or the Buyer. Should the Buyer's actions, or the actions of its owners, directors, officers, employees, representatives, consultants or agents, result in the assessment of any fine, penalty or disgorgement of profits against Arconic for violation of any applicable laws, the Buyer hereby agrees to indemnify

Arconic therefore. If any breach of this Condition 20 is suspected or known by the Buyer, they must notify Arconic immediately.

21. Anti-Corruption Compliance.

- 21.1 The Buyer acknowledges that it has had the opportunity to review Arconic's written anti-corruption policy ("**Policy**"), a copy of which is available at the following web address: <http://www.arconic.com/global/en/investors/anti-corruption-policy.asp> and on request from Arconic.
- 21.2 The Buyer represents and certifies that it fully understands the Policy, agrees to take no action that might be a violation of the Policy and will ensure that it and its officers, directors and employees act in compliance with the Policy.
- 21.3 It is the intent of Arconic and the Buyer that no payments or transfers of value shall be made in relation to the Agreement or to the Buyer's use or disposition of the Goods that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.
- 21.4 The Buyer will comply with, and ensure that all of its officers, directors and employees comply with all applicable legal and regulatory anti-bribery and corruption obligations (including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act).
- 21.5 The Buyer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the Agreement or transactions governed by these Terms and Conditions or in connection with any other business transactions involving Arconic, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to: (i) any governmental official or employee (including any employee of a government corporation or public international organisation); (ii) any political party, official or worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing.
- 21.6 In the event of a breach of any of the representations, warranties or covenants made by the Buyer in this Condition 20, Arconic may, in its sole discretion and in addition to any other remedies it may have under law or these Terms and Conditions, cancel or terminate any Agreement without notice, and the Buyer shall further indemnify and hold Arconic harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of the Agreements.
- 21.7 If any breach of this Condition 21 is suspected or known the Buyer will notify Arconic immediately.
- 21.8 The Buyer hereby agrees that it will indemnify Arconic for any loss or damage suffered by Arconic (including but not limited to any fines or penalties incurred by Arconic) as a result of any breach by the Buyer of this Condition 21.

22. Miscellaneous.

- 22.1 **Notices.** Any notice, approval, request, authorisation, direction or other communication required to be served under an Agreement shall be in writing and may be served personally or by prepaid letter or by facsimile communication system and shall be deemed to have been served in the case of personal delivery: upon delivery, in the case of post: within two (2) days

(UK) and within seven (7) days (outside the UK) and in the case of facsimile: upon confirmation of successful facsimile transmission. Unless otherwise notified to the other party, the notice address shall be the address for the parties as set out in the relevant Agreement. This Condition does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

- 22.2 **Waiver.** The rights and remedies provided by any Agreement may be waived only in writing and specifically, and any failure to exercise or delay in exercising a right or remedy by Arconic shall not constitute a waiver of that right or remedy or of any other rights or remedies. No provision of the Terms and Conditions and no breach of any provision of the Terms and Conditions will be deemed waived by reason of any previous waiver or breach of such provision.
- 22.3 **Third party rights.** A person who is not party to an Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract, except that an Agreement may be performed, and all rights thereunder may be enforced against the Buyer, by Arconic or by any subsidiary, parent or affiliate of Arconic. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under an Agreement are not subject to the consent of any other person.
- 22.4 **Assignment.** The Buyer shall not assign, transfer, mortgage, charge, declare a trust over or deal in any way with all or part of the benefit, or its rights or benefits under, an Agreement without the prior written consent of Arconic. A change in control, including without limitation by operation of law, merger, consolidation, or otherwise, shall be deemed an assignment under this Condition. Any assignment in violation of this Condition is null and void and Arconic may terminate the Agreement for an assignment without consent.
- 22.5 **Dispute resolution and governing law and jurisdiction.** Each Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any Agreement between the Buyer and Arconic. Subject to the provisions of Condition 22.6 each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
- 22.6 If the Agreement forms an international supply contract as defined by section 26 of the Unfair Contract Terms Act of 1977 and the Buyer has its place of business or habitual residence in a country outside the European Union then any dispute, difference or question which shall at any time arise between the parties as to the construction, meaning or effect of these Terms and Conditions or the rights and liabilities of the parties or otherwise howsoever arising relating thereto shall be referred to the decision of a single arbitrator to be nominated in the event of a disagreement between the parties by the President for the time being of the London Chamber of Commerce such arbitration to take place in London in accordance with International Chamber of Commerce Rules and this Condition shall be deemed to be an arbitration agreement within the meaning of the Arbitration Act 1996. The provisions of this Condition shall not prevent Arconic from enforcement of debts due to Arconic by the Buyer through the courts or seeking legal or equitable relief, including an injunction, upon breach of an Agreement.
- 22.7 **Variation.** These Terms and Conditions may be modified only in writing and signed by an authorised representative of each of the parties.

- 22.8 **Severance.** The invalidity, illegality or unenforceability, in whole or in part, of any provision of this Agreement will not affect the remainder of such provision or any other provision. If any provision or part-provision or application of any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to carry out, so far as may be valid, legal and enforceable, the intent and purpose of the Agreement including the invalid or unenforceable provision. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted
- 22.9 **Survival.** Provisions which expressly or by implication survive termination, cancellation or expiration of an Agreement shall continue in full force and effect, including but not limited to the following Conditions: 7 (*Warranty.*), 10 (*Limitation of Liability.*), 11 (*Intellectual Property & Infringement.*), 12 (*Confidentiality.*), 13 (*Indemnity.*), 14 (*Termination.*), 20 (*Legal and Trade Compliance.*), 21 (*Anti-Corruption Compliance.*) and 22 (*Miscellaneous.*).
- 22.10 **Entire agreement.** The Agreement shall constitute the entire agreement between the parties and shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether oral or written, with respect to its subject matter. Each party confirms that it has not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party unless that warranty, statement representation, understanding or undertaking is expressly set out in the Agreement. Neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Agreement.