

GENERAL DELIVERY AND PAYMENT CONDITIONS

Revised 01/01/2018

Article 1 *Applicability

- These general delivery and payment conditions (hereinafter: "These Conditions") are applicable to all offers, orders, confirmations and agreements in respect of delivery of any product (hereinafter: the "Product") by Arconic-Köfém Kft (Verseci u. 1-15 Szekesfehervar, Hungary H-8002) (Hereinafter "Arconic-Köfém") to any party (hereinafter: the "Buyer"). These Conditions shall to the greatest extent possible be equally applicable to any services rendered by Arconic-Köfém.
- By placing the order at Arconic-Köfém, the Buyer acknowledges that These Conditions, that were received and carefully-studied by the Buyer before placing the order shall prevail and any conditions which may be imposed by the Buyer will not have any effect unless such conditions are expressly agreed to by Arconic-Köfém as binding.
- Any alterations to These Conditions shall only be effective if such alterations have been made by mutual written agreement of the parties.

Article 2 * Offers, Orders and Confirmations of Order

- Offers submitted by Arconic-Köfém shall not be binding and proposed agreements and/or orders shall only be binding on Arconic-Köfém if Arconic-Köfém has confirmed them in writing.
- Upon the Buyer's order, the payment condition included in Arconic-Köfém's offer will be finalized subject to the outcome of an assessment of the Buyer's creditworthiness carried out by Arconic-Köfém or an expert entrusted by it.
- Unless otherwise stated, all quotations submitted by Arconic-Köfém shall be based on the assumption of delivery under normal conditions and on working days.
- The agreement, consisting of the order, the written acceptance, if any, and These Conditions (the "Agreement"), between Arconic-Köfém and the Buyer with respect to the purchase and sale of goods and/or services identified in the order shall become effective as soon as the Buyer has received confirmation of the order from Arconic-Köfém, provided that the Buyer does not object thereto in writing within seven (7) days of receipt thereof.
- Brochures, fitting instructions, instructions for use, drawings and other additional information constitute part of the Agreement only if the parties agree in writing to their incorporation.
- The Buyer and Arconic-Köfém will facilitate business transactions by sending data to each other in electronic format. Arconic-Köfém will accept the Buyer's electronic purchase order and acknowledge the validity of such order without the Buyer's signature. Key documents are considered to include, but are not limited to, the following: orders, alteration of orders, confirmations of orders and/or altered orders, preliminary delivery notice, and invoice.

Article 3 *Prices

- Subject to These Conditions, prices stated in the offer and/or confirmation of the order are inclusive of packaging but exclusive of value added tax. Transport charges and insurance costs shall be paid as stated in the Agreement.
- In the event that Arconic-Köfém accepts amendments to the order after the Agreement has taken effect, or the execution of the order is delayed because Arconic-Köfém has not received the information or instruction to be supplied by the Buyer in time or in proper format, Arconic-Köfém shall have the right to charge the costs ensuing therefrom to the Buyer.
- Buyer acknowledges that the prices agreed upon are based on labor charges, costs of raw materials and other expenses including but not limited to the cost of energy, and on the currency buying rate of MAGYAR NEMZETI BANK (The Central Bank of Hungary) as of the date of the confirmation of the order. Notwithstanding the provision of Article 3.1, should one or more of the aforementioned cost factors increase during the performance of the Agreement, Arconic-Köfém shall be entitled to pass on such increases in cost to the Buyer. The Buyer may give written notice to Arconic-Köfém within fourteen (14) days of Arconic-Köfém having notified the Buyer of the aforementioned increased costs of its rejection of the increase (except for the case of change in currency rate). On receipt of such notice Arconic-Köfém shall have the right to withdraw from the Agreement for any unperformed part thereof without incurring any liability to the Buyer.

Article 4 *Delivery Dates

Arconic-Köfém shall make reasonable efforts generally expected in the circumstances to have the Product delivered by the delivery date stated in the confirmation of the order. Should the delay be attributable to the Buyer's negligence or inappropriately supplied data, the delivery date may be extended with the time of the delay and such performance shall be considered timely performance.

Article 5 *Delivery, Quality and Quantity

- The Product shall be delivered by or on behalf of Arconic-Köfém at the agreed location.
- Unless otherwise agreed, Arconic-Köfém will hand over the Product packed and weighed in accordance with the applicable contract. Should the Buyer wish to perform the quantitative and/or qualitative takeover wholly at the Arconic-Köfém premises, such demand shall be timely communicated to Arconic-Köfém. The takeover shall be performed by using calibrated measuring instruments of Arconic-Köfém. All costs connected with the inspection shall be borne by the Buyer.
- Should the quantitative and/or qualitative takeover be performed outside Arconic-Köfém premises, the Buyer will start the portion of quantitative inspection not yet performed and the qualitative inspection without delay and will complete this procedure within two (2) days. The Buyer shall use properly certified measuring instruments for the measurements. Should any dispute arise between the parties in respect of Product's quality and/or quantity the parties may agree to use an independent external expert. Both parties shall accept the finding of this expert.
- Concerning Products purchased for trial and actually taken over, the Buyer shall declare its intent to purchase within thirty (30) calendar days. The Agreement shall be deemed to be established with the terms and conditions in These Conditions should the Buyer fail to make such declaration.
- Unless otherwise specified and agreed upon by both parties in the Arconic-Köfém order confirmation and the Buyer's purchase order the tolerance on delivered quantity per order-line will be +/- 10 percent (10%) for all rolled products. Arconic-Köfém will invoice the actually delivered quantity.

Article 6 *Risk of Loss

The risk of loss for the Product shall pass to the Buyer according to either the above Article 5.1, as soon as the Product is transferred either to the Buyer or to the Buyer's agent, or Article 9.1 below, should the Buyer fail to take the delivery.

Article 7 *Reservation of Title

- The title to the Product shall be transferred to the Buyer after delivery of the Product to the Buyer and after Arconic-Köfém has received full payment, provided that the Buyer has met all of its other obligations to Arconic-Köfém.
- Notwithstanding Arconic-Köfém's retaining the title to the Product pursuant to the above Article 7.1, the Buyer shall have the right to process the Product in the course of its normal business operations. The Buyer shall not be entitled to transfer ownership rights to the Product, or to encumber title to the Product as a security to third parties. The Buyer undertakes to store and to safeguard the Product in a manner that its ownership by Arconic-Köfém is recognizable to third parties.
- In the event the Buyer fails to meet payment or any other relevant obligations towards Arconic-Köfém that will entitle Arconic-Köfém to terminate the Agreement, upon receipt of termination notice the Buyer shall return the Product to Arconic-Köfém immediately or to entitle Arconic-Köfém representatives to access to its premises or storage area to take possession of the Product.
- In the event the Buyer, notwithstanding the provisions of the above Article 7.2 has already sold the Product, or a product of which the Product became part of, to a third party, the Buyer will offer the assignment of its claims against this third party to Arconic-Köfém to the extent of the Buyer's obligations towards Arconic-Köfém.

Article 8 *Payment

- Should Arconic-Köfém not, or not entirely receive the invoiced amount at the aforesaid due date, the Buyer shall pay default interest on the outstanding amount for the duration of the delay from the due date on, the rate of which will be equal to the central bank base rate plus 8% and at export sales LIBOR + 6% or each respective currency.
- All judicial and other costs in respect of the actions taken by Arconic-Köfém for the collection of any outstanding amounts shall be borne by the Buyer.
- Arconic-Köfém shall have the right to offset amounts it owes to the Buyer with amounts the Buyer owes to Arconic-Köfém, whether payment is due or not.
- Upon request from Arconic-Köfém, the Buyer shall provide payment guarantee satisfactory to Arconic-Köfém for fulfillment of its obligations with respect to any agreement concluded with Arconic-Köfém.
- The Buyer and its affiliates may not setoff against, or recoup from, any amounts owing to Arconic-Köfém amounts owing to the Buyer or its affiliates by Arconic-Köfém.**

Article 9 *Receipt

- Should the Buyer not take over the Product at the agreed location and/or time, Arconic-Köfém shall be entitled to transport the Product back and/or to store it at the Buyer's risk and cost. Should the Buyer fail to meet its obligation of receiving within the deadline set by Arconic-Köfém, then Arconic-Köfém shall be entitled to withdraw from the Agreement in part or in whole without prejudice to Arconic-Köfém's right to claim full compensation.
- Should the Buyer not receive the delivery of the Product at the agreed location and/or time Arconic-Köfém shall be entitled to demand payment of the agreed price, unless Arconic-Köfém has withdrawn from the Agreement pursuant to above Article 9.1.
- The Buyer shall bear the costs of safeguarding, transport and storage incurred by Arconic-Köfém due to late shipment or receipt of Product by the Buyer.

Article 10 *Cancellation

If the Buyer does not provide to Arconic-Köfém or does not provide to Arconic-Köfém's satisfaction the security demanded pursuant to the above Article 8.4 or if a moratorium by the courts is granted to the Buyer whether provisional or otherwise, or if the Buyer is declared bankrupt, or the Buyer's business is run down or liquidated, or if the Buyer after having been given a notification, fails to meet its payment and/or other obligations towards Arconic-Köfém, Arconic-Köfém shall have the right to suspend performance of the Agreement or to cancel the Agreement or the part of it not yet performed without any further notice of default or legal intervention being required and without the Buyer being entitled to any claim for compensation from Arconic-Köfém.

Article 11 *Complaints

1. The Buyer shall notify Arconic-Köfém of any complaints in writing by meeting the requirements below.

- Concerning visible non-conformance, within eight (8) days from the date of delivery by Arconic-Köfém in accordance with the terms of the above Article 5.1.
- Concerning non-conformance not visible, within forty-eight (48) hours after processing by the Buyer, but not later than within six (6) months from the date the Product was delivered in accordance with the terms of the above Article 5.1.

The Buyer should make a note on the forwarding document upon receipt concerning visible non-conformance and shortages.

- In no event shall Arconic-Köfém be responsible or liable with respect to breaches of any express or implied warranty for claims or complaints raised by the Buyer after six (6) months from the receipt of Product.

Article 12 *Liability

- Without limiting the provisions of Articles 12.2 through 12.9, inclusive, Arconic-Köfém shall not be liable for defects in the materials sold or any damages that arise from such materials, to the extent the selection of the materials, the processing, the manufacturing of the materials and Arconic-Köfém's performance hereunder are in accordance with the instructions or specifications of the Buyer.
- Arconic-Köfém shall not be liable for possible errors or defects with regard to any designs, drawings, brochures or models/samples or for any assistance or advice provided in respect thereof. Arconic-Köfém shall not be liable for normal wear and tear of the Product, for repairs to the Product carried out by third parties without Arconic-Köfém's permission, for improper installation, treatment or use of the Product or for faults appearing during or after use of the Product under the conditions or for purposes unforeseen by Arconic-Köfém.
- Arconic-Köfém's sole liability and the Buyer's exclusive remedy for any tender of nonconforming Products or breach of warranty, is expressly limited to Arconic-Köfém's choice of (i) the repair of the nonconforming Products, (ii) the replacement of the nonconforming Products with conforming Products at the FOB point agreed to by the parties, or (iii) the refund of that portion of the purchase price represented by the nonconforming Products. Any such repair, replacement or refund will be made only upon return of the nonconforming Products, which may be returned at Arconic-Köfém's cost only after Arconic-Köfém's inspection and the Buyer's receipt from Arconic-Köfém of shipping instructions. Notwithstanding anything to the contrary, no provision hereunder will limit or exclude any party's liability for intentional misconduct in the performance of this agreement, to the extent such misconduct results in loss of life or harm to physical integrity or health.**
- If Arconic-Köfém does not repair or replace the Product proved non-conforming by the Buyer in accordance with Article 12.2, the Buyer shall be entitled to terminate the Agreement within a reasonable amount of time.
- If the Product or parts thereof have not been manufactured by Arconic-Köfém and material or manufacturing defects are present in them, Arconic-Köfém's liability to the Buyer shall be limited to such compensation as received by Arconic-Köfém in respect thereof from any property insurer or liable third party. Arconic-Köfém shall not be obliged to initiate legal proceedings to obtain the aforesaid compensation.
- The Buyer will release, hold harmless, indemnify and defend Arconic-Köfém 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 Products supplied by Arconic-Köfém or the design of the packages or containers in which they are shipped to the extent such Products, packages or containers are in compliance with the Buyer's design or specification. In any event, **Arconic-Köfém will not be liable for any incidental, consequential, indirect, special, contingent, or punitive damages for (i) any breach of warranty, whether based on theories of breach of warranty, breach of contract, tort, strict liability or otherwise; (ii) the tender of defective or nonconforming Products; or (iii) breach of any other provision of These Conditions or the Agreement.**

7. In any event, Arconic-Köfém's liability to the Buyer under this Agreement will not exceed the purchase price of the Products on which such liability is based. 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 Arconic-Köfém's Products, either alone or in combination with other products.

- The Buyer agrees to indemnify, defend and hold harmless Arconic-Köfém and Arconic-Köfém's executive officers, directors, shareholders, employees, representatives, subsidiaries and branches (collectively, "Indemnitees") of any liabilities, costs, claims, fines, confiscation, actions, lawsuits and related fees (including the cost of defense and settlement, legal fees, lawyers' fees of the Indemnitees) that such Indemnitees then may suffer, may arise at them or for which they may become liable or what they will be obliged to pay as a direct or indirect result of legal proceedings in court, which arise due to direct or indirect infringement of intellectual property including, but not limited to patents, trademarks or copyrights or due to contribution to such infringement in relation to the current order fulfillment embodied in the form of drawings, design, specification, material, process, article, or equipment provided by the Buyer or in the form of drawings, designs, specifications, materials, process, article or machine used, distributed and/or offered for sale and/or imported by Arconic-Köfém. Information and data including but not limited to any documents, drawings, sketches,

production flowchart, models, records or characteristic data that Arconic-Köfém communicated to the Buyer shall continue to be considered Arconic-Köfém's property.

9. The Buyer shall indemnify Arconic-Köfém 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 Products and/or services following delivery of the Products and/or completion of the services to the Buyer except where such claim relates to death or personal injury caused by Arconic-Köfém's negligence, of the negligence of its employees, agents or subcontractors.

Article 13 *Force Majeure

In addition to the provisions of law, the following circumstances shall constitute force majeure for the purposes of the Agreement: labor dispute, strike, mobilization of armed forces, seizure, boycott, embargo, prohibition of currency transfer, uprising, epidemic, general shortage of raw materials and additional materials, restrictions in energy consumption, war, threat of war, civil war and revolt, fire and other interruptions in Arconic-Köfém's business or that of its subcontractors or delayed receipt by Arconic-Köfém of materials, raw materials, and additional materials or components ordered by it provided the delay has ensued for some of the reasons listed above.

Article 14 *Drawings, Models and Tools

Drawings, molds, models and tools/dies produced and manufactured by or on behalf of Arconic-Köfém shall remain Arconic-Köfém's property, notwithstanding that any costs related thereto may have been charged to the Buyer. The Buyer shall ensure that such drawings, molds, models and tools/dies, insofar as they have been made available to the Buyer, are not copied, imitated or shown to third parties.

Without prior written permission of Arconic-Köfém, the Buyer may only use the company name and logo of Arconic-Köfém as explicitly specified in the Agreement.

Article 15 *Applicable Law and Competent Court, Jurisdiction and Language

1. The 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 Hungary.

2. Arconic-Köfém and the Buyer may at any time agree that the disputes arising between them in connection with this Agreement will be submitted to the Arbitration Court of the Hungarian Chamber of Commerce and Industry. In the absence of such mutual agreement, the courts of the seat of Arconic-Köfém - Court of Székesfehérvár or the Tribunal Court of Székesfehérvár - will be perceived competent to settle any legal disputes between the parties.

The language of the procedure shall be Hungarian and/or English.

Should different language versions of These Conditions exist, the Hungarian language version shall prevail.

Article 16 *Confidentiality The Buyer shall protect all information provided to it by Arconic-Köfém as confidential information, regardless of whether the confidential information was conveyed orally or in written form, including but not limited to drawings, documents, software, specifications, information, or other containing data storage media and the Buyer shall return such information in good condition when the order has been completed or at the request of Arconic-Köfém at a prior date. Without prior written consent of Arconic-Köfém, such information and data shall not be under any circumstances disclosed to a third party, copied or used for other than the stated purpose of the order.

Article 17 * Ineffectiveness and Other Provisions

If any of the terms, conditions, or provisions of the Agreement for any reason becomes ineffective, unenforceable or void, the other conditions of this Agreement shall remain valid and in full force in the same way as if the condition declared ineffective was not part of the Agreement, unless the other terms of the Agreement do not invalidate the original intentions of the parties to contract. In such cases, the parties may agree to replace the ineffective condition to the extent possible and legally permissible with another condition in order to fulfill its original purpose.

No provision of these Terms and Conditions and the Agreement and no breach of any provision of these Terms and Conditions or the Agreement will be deemed waived by reason of any previous waiver or breach of such provision.

The Agreement may be performed, and all rights under the Agreement may be enforced against the Buyer, by Arconic-Köfém or by any subsidiary or affiliate of Arconic-Köfém.

An order and the Agreement may not be assigned by the Buyer without the prior written consent of Arconic-Köfém. In case of conflict between the terms of These Conditions and those of a mutually agreed upon written agreement between the parties, the terms of the mutually agreed upon written agreement shall control.

The parties understand that Arconic-Köfém has specifically informed the Buyer about the general terms and conditions that are different than those of usual contracting practice, or substantially different than the provisions relating to the agreement between the parties or different than a stipulation previously applied between the parties. Such conditions will only become part of the Agreement if the other party expressly accepts them after receiving the information to provide specific awareness.

The Buyer in this regard declares and accepts that, pursuant to relevant provisions of the Civil Code (currently Article 6:78), **These Conditions contain provisions that are different from the usual business practice (including Article 8.5, 12.3, 12.6, 12.7) or would be substantially different than the provisions of the written agreement. The Buyer also declares that certain provisions of These Conditions may be different than the provisions of a previously used contract between the parties and that it received information which provides special awareness about such provisions and the Buyer expressly agrees to such provisions.**

Arconic-Köfém products are raw materials. The Buyer is solely responsible for selecting the proper Arconic-Köfém products based on its customer's requirements - which could include fabrication/transformation of the Arconic-Köfém products and potentially the incorporation of the Arconic-Köfém products into other products. Fabrication, transformation and incorporation of such Arconic-Köfém products would be governed by laws and regulations that widely vary, including but not limited to building and safety codes, highway and transportation regulations or food and drug regulations. Arconic-Köfém does not design or control any fabrication, transformation and/or incorporation of the Arconic-Köfém products and Arconic-Köfém assumes no responsibility for any of the foregoing. Buyer acknowledges that it is Buyer's responsibility or the responsibility of its customer to ensure that Arconic-Köfém products are used in strict compliance with all applicable national, regional and/or local laws and regulations.

/2018 at Székesfehérvár, Hungary