1. Definitions. The term "Arconic" means Arconic Spectrochemical Reference Materials, a division of Arconic Corp. The term "Customer" means the individual, corporation, or other legal entity that has an Order with Arconic. The term "Order" means Customer's expressed desire, written in any form, to purchase Goods from Arconic. The term "Goods" means all of the goods to be purchased hereunder. The term "Customer's plant" means Arconic's plant at 9500 South Street, Pittsburgh, Pennsylvania 15235. The Goods that are the subject of this Order will be governed by the terms of this sales order acknowledgment ("Acknowledgment").

2. Acceptance. All Orders are subject to availability and acceptance by Arconic. Acceptance is conditioned on Customer's agreement to all of the terms and conditions on the face and reverse side of this Acknowledgment. This Acknowledgment contains the terms and conditions that will govern the Order. Customer's agreement will be conclusively established upon Arconic's receipt and retention of the Acknowledgment, or upon a written acknowledgment by Arconic. If Customer's Order has not been acknowledged by Arconic, or if Customer's Order is not acknowledged by Arconic within ten (10) days of being received by Arconic, or if Customer's Order is acknowledged by Arconic but not delivered to Customer for any reason, Customer may either void the Acknowledgment, or amend the Order in writing.

3. Change of Price. Unless specified otherwise in a written signed by Arconic, the prices and charges stated on the face hereof shall be subject to change without notice because of changes in excise or other taxes or duties, or for reasons of cost increases in labor, materials, or transportation, or for any other reason.

4. Payment. Unless stated otherwise in the face of this Acknowledgment, payment terms are not less than 30 days from date of Arconic's invoice. Whenever reasonable grounds for insecurity exist with respect to due payment by Customer, Arconic may demand different terms of payment from those specified on the face of this order in which case the demand may be made on Arconic. 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, Customer 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 this Order or any part thereof. Arconic may then adjust the quantities, or portions of the quantities, to be provided to the extent of such failure, and may make such adjustments in production or shipment without prior notice.

5. Delay. If a firm shipping date (excluding an estimated date) is not designated on the face hereof or in a written signed by Arconic, Arconic will use reasonable efforts to fill this order in accordance with the estimated shipping date but shall not be responsible for any delay in filling such order or for any losses or damages resulting from such delays and this order shall not be subject to cancellation for such delays.

6. Force Majeure. Arconic shall not be liable for delays in filling this order or failure in the performance of its obligations hereunder because of accidents, labor disputes or strikes, shortages of labor, materials, fuel or power, fires, or other acts of God, acts or omissions of Customer, or any act of transportation or lack of transportation facilities, or any other cause beyond its control, or any other cause similar or dissimilar to those enumerated, beyond the control of Arconic.

7. Warranty. Arconic warrants to Customer that the Goods will, at the time of shipment, conform to the description on the face hereof, that it will be free from defects in manufacture and workmanship, and that the Goods will be merchantable and fit for the purpose intended. ARCONIC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARCONIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SUCH IS EXPRESSLY SET FORTH HEREIN. Such warranty is limited to a maximum period of one year from the date of delivery and no longer, and shall not be extended by any act of Arconic.

8. Inspection, Acceptance or Rejection. Inspection, acceptance or right of rejection of Goods shall be made within ten (10) days after Customer's receipt of the Goods. Customer shall promptly notify Arconic in writing within such ten (10) days of any non-conformity or defect. Customer's failure to so notify Arconic in writing shall constitute a waiver of such non-conformity or defect.

9. Compliance with Laws. (a) Customer shall be responsible for obtaining all licenses or permits necessary for the use, purchase, transfer, or disposal of the Goods, or this Agreement generally. (b) Customer represents and certifies that it fully understands the Policy, agrees to take no action with respect to the use of Arconic's products, either alone or in combination with other products.

10. Responsibility for Goods. (a) Arconic agrees to indemnify Customer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent covering (6) standard commercial compositions offered for sale generally by Arconic. But, Arconic will not be liable for any other damages or losses resulting from infringement of any United States Letters Patent for any infringement of which Arconic has been found liable by any court of competent jurisdiction, or for any infringement of which Arconic has been found liable by any court of competent jurisdiction. (b) Customer agrees for the Goods delivered under this Order, to indemnify Arconic against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent for any infringement of which Arconic has been found liable by any court of competent jurisdiction.

11. Publicity. Customer acknowledges that it has had the opportunity to review Arconic's written Anti-Corruption Policy, which is available at the following website: http://www.arconic.com/global/en/investors/anti-corruption-policy.asp

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13. Severability. If any provision of this Agreement is held to be invalid, illogical or unenforceable by any tribunal into which the parties would have agreed upon if they had been aware of the invalidity, illegality or unenforceability of that clause, sentence or paragraph.

14. Termination of Order. Customer may not terminate this Order the written consent of Arconic. If Arconic consents to such termination, reasonable termination charges computed by Arconic will be assessed in connection with such termination.

15. Delivery, Packaging and Transportation. (a) Unless otherwise specifically agreed in writing by Arconic, all domestic sales Orders of Goods are transmitted under FOB Shipping Point Arconic's plant. Title and ownership with respect to Goods shall transfer from Arconic to Customer when the Goods are delivered to the carrier at Arconic's plant, whether the carrier is selected by Arconic or Customer. (b) Unless otherwise specifically agreed in writing by Arconic, all international sales Orders of Goods are transmitted under Ex-Works Shipping Point Arconic's plant (Incoterms 2010). Title and ownership with respect to Goods shall transfer from Arconic to Customer when the Goods are delivered to the carrier at Arconic's plant, whether the carrier is selected by Arconic or Customer.

16. Returns. Goods are non-returnable except for defects or non-conformity in accordance with Section 8 and such returns shall occur in accordance with Arconic's instructions.

17. Should Arconic be unable to furnish or ship any such partial shipment separately. Each partial shipment will be deemed to be a separate sale, however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments under this Order.

18. Changes. Any changes requested by Customer as a condition of entering into an Order or subsequent to entry into an Order which change the basis of Arconic's quote, including these terms and conditions, will be subject to Arconic's quote and to an equitable price adjustment as determined by Arconic.

19. Compliance. (a) Compliance with Laws. Customer represents that it will comply with all foreign, federal, state and local laws and regulations. Customer represents and warrants that it shall comply with the import and export laws and regulations of the United States applicable to the Product, including but not limited to, the International Traffic in Arms Regulations ("ITAR") of the United States Department of State, the Export Administration Regulations ("EAR") of the United States Department of Commerce, and any other laws and regulations of the United States Government affecting exports and imports, and with all applicable export and import licenses and their proviso.

20. Agreement. Customer agrees to indemnify Arconic for any claim of infringement by Arconic, or its assigns, agent or employee, to defend and dispose of such claim of infringement.

21. Governing Law. (a) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its rules relating to conflict of laws. (b) Jurisdiction and Venue. (c) Notice and Procedure. Upon a notice to Arconic, Customer may, at its sole cost and expense, initiate any action or proceeding against Arconic in any court of competent jurisdiction where Arconic is licensed, but the foregoing shall not be understood to limit in any way Arconic's rights under any of Arconic's patents owned or controlled by Arconic.

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