

ARCONIC CORP.
ARCONIC SPECTROCHEMICAL REFERENCE MATERIALS
Terms & Conditions of Sale (Revised 04/2020)

1. Definitions. The term "Arconic" means Arconic Spectrochemical Reference Materials, of Arconic Technology, a division of Arconic Corp. The term "Customer" means the individual, corporation or other legal entity that has submitted an Order to 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 products, materials and related services that Customer desires to purchase from Arconic. The sale of the Goods that are the subject of this Order will be governed by the terms of this sales order acknowledgment ("Acknowledgment").

2. Acceptance. 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 sole terms and conditions that will govern the Order. Customer's agreement will be conclusively established; (i) when Customer has received and retained this Acknowledgment for ten (10) days without objection, or (ii) by Customer's acceptance of all or any part of the Goods. Arconic objects to any terms or conditions which differ from or are additional to, those stated on the face and reverse side of this Acknowledgment. After acceptance of an Order by Arconic, the Order and this Acknowledgment may only be modified by a writing signed by Arconic. Arconic reserves the right to retain a portion of its inventory when Orders exceed the total number of Goods available in any particular category.

3. Change of Price. Unless specified otherwise in a writing signed by Arconic, the prices and charges stated on the face hereof shall be adjusted to and the Goods and other items covered by this Order shall be invoiced at the prices and charges fixed by Arconic at the time of each shipment. The prices and charges stated on the face hereof do not include state or federal excise, sales or use taxes (if any). All such taxes in effect or hereafter levied, which are applicable to the order, are in addition to such prices and will be paid by Customer.

4. Payment. Unless set forth to the contrary on the face of this Acknowledgment, payment terms are net 30 days from date of Arconic's invoice. Whenever reasonable grounds for insecurity arise with respect to due payment by Customer, Arconic may demand different terms of payment from those specified on the face of this order and may demand assurance of Customer'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, 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 the portion of this order which has not been fully performed, or 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.

5. Delay. If a firm shipping date (excluding an estimated date) is not designated on the face hereof or in a writing signed by Arconic, Arconic shall use reasonable efforts to fill this order in accordance with the estimated shipping date but shall not be responsible for any delays in filling this order nor liable 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 will not be liable for delays in filling this order or failure in the performance of its obligations hereunder caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods, or other acts of God, acts or omissions of Customer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of the Federal or any state government, restrictions imposed by Federal or state legislation or regulations thereunder, or any cause whether 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 convey good title thereto; that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Customer; and that such goods will be free from defects in material and workmanship. ARCONIC MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY, NONINFRINGING OR FIT FOR ANY PARTICULAR PURPOSE. ARCONIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. Such warranty is limited to a maximum period of one year from the date of delivery and no claims there under may be made after such period. Samples, if any, supplied by Arconic will not be representations or warranties of any type, either express or implied.

8. Inspection, Acceptance or Rejection. Inspection, acceptance or rightful 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 in either respect will constitute a waiver of such non-conformity or defect.

9. No Modification of Goods.

- (a) Customer is strictly prohibited from modifying the Goods by cutting or machining or otherwise. Any such modification of the Goods invalidates the certificate of analysis and voids any warranty.
- (b) Reselling any of the Goods or portion of the Goods where such Goods have been modified by cutting or machining the original Goods is strictly prohibited.
- (c) Removal or modification to any certifying documentation or identifying product markings, including but not limited to etching or labeling is strictly prohibited.
- (d) Original certification documentation must accompany any Goods provided to any distributor, reseller or final end user.

10. Limitation of Liability.

- (a) Arconic's liability and Customer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Arconic's choice of (i) the repair of nonconforming or defective Goods, (ii) the replacement of nonconforming or defective Goods with conforming Goods at the FOB point shown on the face hereof, and (iii) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such repair, replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at the cost of Arconic only after inspection by Arconic and receipt by Customer of definite shipping instructions from Arconic.
- (b) Arconic shall not be liable for any incidental, consequential, indirect, special, contingent or punitive damages arising out of or relating to: (i) any breach of contract or warranty, tort (including negligence and strict liability), or other theories of law with respect to products sold or services rendered by Arconic, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming Goods; (iii) breach of any other provision of this Agreement; or (iv) any claim of any kind arising out of or relating to any order or Arconic's performance in connection therewith. In any event, Arconic's liability to Customer shall not exceed the purchase price of the Goods on which such liability is based. Customer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Arconic's products, either alone or in combination with other products.

11. Patents.

- (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 (i) standard commercial compositions offered for sale generally by Arconic at the time of acceptance by it of this order, or (ii) standard commercial forms, shapes or constructions offered for sale generally by Arconic at the time of acceptance by it of this order, to the extent that such compositions, forms, shapes or constructions are supplied hereunder.
- (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 to the extent that such infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Customer and different from the matters embraced by (i) and (ii) of paragraph 11(a).
- (c) 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 arising under this clause. Neither party shall be entitled to indemnification under this clause as to any claim of infringement concerning which it does not give the other party prompt notice in writing upon learning thereof and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement.
- (d) The sale of Goods covered by this Order shall not grant to Customer any right or license of any kind under any patent owned or controlled by Arconic or under which Arconic is licensed, but the foregoing shall not be understood to limit in any way the right of the Customer to use and sell such goods, in the event that such Goods as sold hereunder are covered by any such patent.

12. Waiver. No provision hereof and no breach of any provision hereof shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

13. Customer Part, Specification or Drawing Number. Any such number appearing on the face hereof is for identification only and does not require that the Goods be produced in accordance therewith unless Arconic agrees in writing otherwise. Should Arconic

agree otherwise, then Goods identified with such number will be produced in accordance with specifications thereof as modified with Customer approval.

14. Indemnity. Customer shall release, hold harmless, indemnify and defend Arconic, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns from any liability, (including without limitation liability for negligence or strict liability), claims, demands, penalties, fines, forfeitures, damages, losses, suits and costs, regardless of the basis of liability or legal principle involved, which any or all of them may suffer, incur, be responsible for or pay as a result of or caused by, arising out of or relating to Goods supplied hereunder or the design of Goods supplied hereunder, the design of products into which they are incorporated or the design of the packages or containers in which they are shipped, if such Goods, packages or containers are made in compliance with Customer's design or specification, or any act or omission of Customer or its successors, assigns, agents, representative or employees.

15. Termination of Order. Customer may not terminate this Order without the written consent of Arconic. If Arconic consents to such termination, reasonable termination charges computed by Arconic shall be assessed in connection with such termination.

16. Delivery, Packaging and Transportation.

- (a) Unless otherwise specifically agreed in writing by Arconic, all domestic sales Orders of Goods are transacted under FOB Shipping Point Arconic's plant. Title and ownership with respect to Goods shall transfer from Arconic to Customer when 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 will be transacted under Ex-Works Shipping Point Arconic's plant (Incoterms 2010). Title and ownership with respect to Goods shall transfer from Arconic to Customer when Goods are delivered to the carrier at Arconic's plant, whether the carrier is selected by Arconic or Customer.
- (c) Unless otherwise specified in the sales Order, Arconic shall package the Goods in accordance with applicable industry standards.

17. Shipments; Shipping Weights.

- (a) Unless set forth to the contrary on the face of this Acknowledgment, Arconic may make partial shipments and may invoice for each 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 Acknowledgment.
- (b) Absent manifest error, Arconic's shipping weights will govern for each shipment or partial shipment under this Acknowledgment. Should Customer dispute the shipping weight of any shipment or partial shipment under this Acknowledgment, Customer will promptly notify Arconic in writing of the reasons for such dispute and provide to Arconic all necessary documents to substantiate the difference.

18. Standard Quantity Tolerances. The applicable quantity tolerance will be so noted on resulting sales Order.

19. Returnable Equipment. Goods are not returnable except for defects or non-conformity in accordance with Section 8 and such returns shall occur in accordance with Arconic's instructions.

20. Subsidiaries and Affiliates. This Order may be performed, and all rights hereunder may be enforced against Customer, by Arconic, or by one or more of Arconic's subsidiaries or affiliates.

21. Confidentiality. Unless otherwise agreed to in a non-disclosure agreement executed by the parties, Arconic will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Arconic during the course of performance hereunder, is conveyed to the Customer. Arconic does not grant to Customer, and nothing contained herein will obligate or be construed to obligate Arconic to grant to Customer, any license under any patents or other intellectual property owned by Arconic.

22. 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 the consent of Arconic and subject to an equitable price adjustment as determined by Arconic.

23. Compliance.

- (a) Compliance with Laws
Customer warrants 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 of America 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 of America governing exports and imports, and with all applicable export and import licenses and their provisos
- (b) Anti-Corruption Compliance
Customer acknowledges that it has had the opportunity to review Arconic's written Anti-Corruption Policy, which is available at the following web address:
<http://www.arconic.com/global/en/investors/anti-corruption-policy.asp>

Customer represents and certifies that it fully understands the Policy, agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Agreement generally, that might be a violation of the Policy.

24. Electronic Commerce. At Arconic's request, Arconic and Customer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

25. Publicity. At Arconic's request, Customer agrees to place an Arconic logo on the Customer's product and/or packaging if the Customer's product incorporates an Arconic product or material. Any such use of the logo is subject to Arconic's trademark usage guidelines and Arconic's prior written consent, review and approval. Customer agrees to permit Arconic to use Customer'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 Customer's name and/or mark on Arconic's Publicity will be subject to Customer's prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

26. Severability. The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. The clause, sentence or paragraph held to be invalid, illegal or unenforceable shall be replaced by a provision which the parties would have agreed upon if they had been aware of the invalidity, illegality or unenforceability of that clause, sentence or paragraph.

27. Miscellaneous.

- (a) This Order may not be assigned by Customer without the prior written consent of Arconic.
- (b) This Order will be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, excluding its rules relating to conflict of laws.
- (c) With respect to any Orders for shipment outside the U.S., the United Nations Convention on Contracts for the International Sale of Goods will not apply thereto.
- (d) No changes to these terms and conditions proposed by Customer shall be binding on Arconic unless such changes are acknowledged in writing and signed by an authorized representative of Arconic.
- (e) These terms and conditions and any of Arconic's attachments hereto and made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.
- (f) Any and all disputes between the parties that may arise pursuant to this Order will be heard and determined before an appropriate arbitrator, federal, or state court located in Pittsburgh, Pennsylvania. The Customer hereto acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein and/or an arbitrator's judgment, and the Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.
- (g) The English text of this Agreement shall control.