

ARCONIC SPECTROCHEMICAL REFERENCE MATERIALS
Terms & Conditions of Sale (**REV. 11/21**)

- 1. Definitions.** The term “Arconic” means the Arconic Spectrochemical Reference Materials business of Arconic Technologies LLC. The term “Buyer” means the individual, corporation or other legal entity that has submitted an Order to Arconic. The term “Order” means Buyer’s expressed desire, whether oral or written, to procure Goods from Arconic. The term “Goods” means all of the products, materials, and related services that Buyer desires to purchase from Arconic. The sale of the Goods that are the subject of this Order will be governed by these terms and conditions of sale (“Terms and Conditions”).
- 2. Acceptance.** All Orders are subject to availability and acceptance by Arconic. Acceptance is conditioned on 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. Buyer’s agreement will be conclusively established: (i) when Buyer has received and retained the Terms and Conditions for ten (10) days without objection, or (ii) by Buyer’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 in the Terms and Conditions. After acceptance of an Order by Arconic, the Order and the Terms and Conditions may only be modified by a writing signed by Arconic.
- 3. Price.** Unless specified otherwise in a writing signed by Arconic, the prices and charges stated in the Order will be adjusted to, and the Goods covered by the Order will be invoiced at, the prices and charges fixed by Arconic at the time of shipment, provided that such prices and charges will not exceed the prices and charges appearing on Arconic’s applicable price schedule, if any, in effect at the time of shipment. The prices and charges stated in the Order 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 sale of the Goods, are in addition to such prices and will be paid by Buyer.
- 4. Payment.** Unless set forth to the contrary in a writing signed by the parties, payment terms are net 30 days from date of Arconic’s invoice. Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Arconic may demand different terms of payment and assurance of 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. If, within the period stated in such demand, 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 Order 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. Arconic retains all rights at law pertaining to the collection of unpaid amounts owed by Buyer under the Order and the Terms and Conditions, and Buyer will reimburse Arconic for all costs associated with such collection activities, including reasonable attorney fees, and Arconic reserves the right to charge interest on late payments.
- 5. Delays.** Unless a shipping date is specified as firm in a writing signed by Arconic, Arconic will use commercially reasonable efforts to fill this Order in accordance with the estimated shipping date. Arconic will not be responsible for any delays in filling this Order nor be liable for any losses or damages resulting from such delays, and this Order will not be subject to cancellation for such delays.
- 6. Force Majeure.** Arconic will not be liable for such delays in filling this Order or failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of the government, restrictions imposed by law or any rules or regulations, or any cause, whether similar or dissimilar to those enumerated in this section, which is beyond the reasonable control of Arconic.
- 7. Warranty.** Arconic warrants to Buyer that the Goods will, at the time of shipment, conform to the written description agreed to by the parties, such Goods will be conveyed with good title; such Goods will be delivered free from any lawful security interest or other lien or encumbrances unknown to Buyer, and such Goods will be free from defects in material and workmanship. Such warranty is limited to twelve (12) months from the date of shipment of the Goods to Buyer. **ARCONIC MAKES NO WARRANTY THAT THE GOODS WILL BE**

MERCHANTABLE, NONINFRINGEMENT OR FIT FOR ANY PARTICULAR PURPOSE. ARCONIC MAKES NO WARRANTY EXPRESSED OR IMPLIED EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

8. Inspection, Acceptance or Rejection. Inspection, acceptance, or rightful rejection of the Goods must be made within ten (10) days after Buyer's receipt of the Goods. Buyer must notify Arconic 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. Buyer is prohibited from:

- (a) 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) Removing or modifying any certifying documentation or identifying product markings, including but not limited to etching or labeling is strictly prohibited.
- (d) Providing the Goods to any distributor, reseller, or final end user without the original certification documentation for such Goods.

10. Shipments; Shipping Weights.

- (a) Unless set forth to the contrary in a writing signed by Arconic, 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, provided that delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments.
- (b) Absent manifest error, Arconic's shipping weights will govern for each shipment or partial shipment. Should Buyer dispute the shipping weight of any shipment or partial shipment, Buyer will promptly notify Arconic in writing of the reasons for such dispute and provide Arconic with all documents necessary to substantiate the difference.
- (c) Arconic may make shipments before the agreed upon estimated shipping date. Any such shipments by Arconic less than two (2) weeks before the estimated shipping date will be considered on-time and Buyer will be obligated to take delivery of all such shipments.

11. Limitation of Liability.

- (a) Arconic's sole liability and Buyer's exclusive remedy for any tender of nonconforming Goods or breach of warranty, is expressly limited to Arconic's choice of (i) the repair of the nonconforming Goods, (ii) the replacement of the nonconforming Goods with conforming Goods at the FOB point agreed to by the parties, or (iii) the refund of that portion of the purchase price represented by the nonconforming Goods. Any such repair, replacement or refund will be made only upon return of the nonconforming Goods, which may be returned at Arconic's cost only after Arconic's inspection and Buyer's receipt from Arconic of shipping instructions.
- (b) Arconic 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 Goods; or (iii) breach of any other provision of the Order or Terms and Conditions. In any event, Arconic's liability to Buyer will not exceed the purchase price of the Goods on which such liability is based. 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's Goods, either alone or in combination with other products.

12. Patents.

- (a) Arconic agrees to indemnify Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent covering (i) standard commercial composition offered for sale generally by Arconic at the time of acceptance by it of this Order, (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 by Arconic under the Order.
- (b) Buyer agrees for the Goods delivered under the 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 the infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer.

(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 section. Neither party will be entitled to indemnification under this section as to any claim of infringement which it does not give the other party prompt notice in writing upon learning of such claim of infringement and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement.

(d) The sale of Goods will not grant to Buyer any right or license of any kind under any patent owned or controlled by Arconic or its supplier, or under which Arconic or its supplier is licensed, but the foregoing will 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.

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. Buyer will 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 they are shipped to the extent such Goods, packages or containers are made in compliance with Buyer's design or specification.

15. Termination. Buyer may not terminate this Order without 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.

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

Unless otherwise specifically agreed in writing by Arconic, all Goods are sold Ex Works Arconic's plant (Incoterms 2020), the cost of transportation for and risk of loss to the Goods to be borne by Buyer. Title to the Goods and risk of loss will pass to Buyer when the Goods are picked up by Buyer at Arconic's plant or when the Goods are delivered to the carrier at Arconic's plant, whether the carrier is selected by Arconic or Buyer.

17. 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.

18. Electronic Commerce. Arconic may make its Goods available for purchase on one or more electronic commerce platforms. Any terms and conditions applicable to Buyer's use of such platform to purchase Goods will be deemed integrated with these Terms and Conditions.

19. Standard Quantity Tolerances. Unless another tolerance is stated in a writing signed by Arconic, the quantity tolerance applicable to the Goods specified on the Order will be the applicable standard quantity tolerance in effect at the time of shipment of such Goods or portion of such goods, as reflected on Arconic's price data sheets.

20. Buyer Part, Specification Number 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.

21. Publicity. At Arconic's request, Buyer agrees to place an Arconic logo on Buyer's product and/or packaging if Buyer'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. Buyer agrees to

permit Arconic to use 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 Buyer's name and/or mark on Arconic's Publicity will be subject to Buyer's prior review and approval, such approval not to be unreasonably withheld, conditioned, or delayed.

22. Legal and Trade Compliance. Goods, services, and information supplied under this Order are subject to Buyer's compliance with all laws and regulations, including laws and regulations related to anti-corruption, such as the U.S. Foreign Corrupt Practices Act, and the import and export of such Goods, services, and information. Buyer agrees not to: (a) knowingly re-sell, divert, re-export or transfer Goods, services or information supplied under this Order to any sanctioned entity or country; (b) use Goods, services or information supplied under this Order for activities related any type of nuclear activities, or chemical or biological weapon research, design, development, production, testing, stockpiling, sale, installation, operation, maintenance or use; or (c) use Goods, services or information supplied under this Order for activities or research related to missile research, design, development, production, testing, stockpiling, sale, installation, maintenance, operation or use (the term 'missiles' includes but is not limited to rockets and unmanned air vehicle systems) in or by any country deemed a "country of concern or subject to sanction or embargo by the United Nations, the U.S. Office of Foreign Asset Control or other country. Should 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 or regulations, Buyer hereby agrees to indemnify Arconic therefore.

23. Anti-Corruption Compliance.

(a) Buyer: (i) acknowledges that it has had the opportunity to review Arconic's written Anti-Corruption Policy ("Policy"), which is available at the web address below; and (ii) represents and certifies that it fully understands the Policy and agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

<http://www.arconic.com/global/en/investors/anti-corruption-policy.asp>

(b) In the event of a breach of any of the representations, warranties or covenants made by Buyer in this Anti-Corruption Compliance section of these Terms and Conditions, Arconic may, in its sole discretion and in addition to any other remedies it may have under law or this Order, cancel or terminate this Order without notice and 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 this Order.

24. Miscellaneous.

(a) 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.

(b) An Order may be performed, and all rights under an Order may be enforced against Buyer, by Arconic or by any subsidiary or affiliate of Arconic.

(c) An Order and any right or interest hereunder may not be assigned by Buyer 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 section. Any assignment in violation of this section is null and void and Arconic may terminate this Order for an assignment without consent.

(d) All Orders and these Terms and Conditions and the rights of the parties thereunder, will be governed by, and interpreted in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws. Any and all disputes between the parties that may arise out of, pursuant to, or relate to any Order shall be litigated or pursued in the federal or state courts sitting in the County of New Castle of the State of Delaware (the "Delaware Courts"). Each of the parties hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the Delaware Courts to interpret and enforce the provisions herein and to hear any disputes arising out of or relating to any Order, and (b) waives any objection that it may now or hereafter have to personal jurisdiction, the laying of venue or inconvenience of forum in the Delaware Courts.

(e) With respect to any Orders for shipment outside of the United States, the United Nations Convention on Contracts for the International Sale of Goods will not apply.

(f) If any provision of the Terms and Conditions or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Terms and Conditions or the application of such provision to other persons or circumstances will not be affected by such adjudication. If any provision or application of the Terms and Conditions is invalid or unenforceable, then a suitable and equitable

provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the Terms and Conditions, including the invalid or unenforceable provision.

(g) These terms are written in English and the English language version shall be the sole document used to interpret the rights, obligations, and liabilities of the parties.