

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

1. Definitions; agreed terms: The term “Buyer” means Alcoa Nederland Holding BV or any company that is (a) a subsidiary or an affiliate of, or is related to, Alcoa Nederland Holding BV and (b) the entity procuring goods, or for whose account goods are being procured, hereunder. The term “Supplier” means any individual, corporation or other entity that is to perform, or provide the goods, under this Purchase Order. Purchase Order (“PO”) means these General Conditions of Purchase, the Purchase Order and any other documentation which is specified in the Purchase Order. The term “goods” means all items, materials, equipment, labor or other services that are the subject of this purchase.

Where these Terms and Conditions are attached to a contract, references herein to a PO shall as necessary be deemed to be references to that contract.

2. Conditions and acceptance of the PO: All orders are placed subject to the conditions set forth or referred to in this PO, which will apply notwithstanding and to the exclusion of any provisions to the contrary in the Supplier’s conditions of sale or otherwise.

Except otherwise established in any specific agreement with Buyer, Supplier is requested to sign and return a copy of this PO within 10 days after receipt. After a 10-day period with no response, or the commencement of the provision of the goods, Buyer understands that Supplier agrees to all of the terms hereof.

Electronic Acceptance: Buyer and Supplier will facilitate business transactions by electronically transmitting data to each other. Supplier accepts purchase orders and in case of an electronic “business to business” framework all Key Documentations produced by Buyer electronically and recognizes them valid without signature. Key Documentation includes, but is not limited to purchase order, change order, order acceptance, ASN advanced shipment notice, invoice.

3. Fixed Price: The price stated in this PO is a fixed and complete price and will not be varied for any reason without the express consent in writing of the Buyer. The price includes all taxes to be paid at the point of delivery.

4. Invoice and payment: Invoices referencing Buyer’s PO number shall be issued by Supplier as of delivery. The invoice should show only the costs/expenditures that are included in the PO. All invoices including items not listed in the Purchase Order and invoices not following the Invoicing Requirements as published at https://www.alcoacorporation.com/eur_supplier/invoicing-requirements.asp, may result in the return of the invoice and delay in payment, payments arriving at Supplier’s bank account after the due date as a result of this will not be considered as late payments.

Invoicing and payment references should be stipulated on the PO or in any related contract. Payment does not constitute a waiver of any of the Buyer’s rights comprised in this order.

5. Packaging: Supplier warrants that the goods referred to in this PO will be correctly packaged and provided with the appropriate markings according to any applicable laws and regulations. The Buyer will pay no packing charge unless specified in this PO.

Goods that require special packaging or a particular way of handling must carry the appropriate markings on the packaging, allowing accident-free unloading to take place. The Supplier must also warn the Buyer of any precautions to take when unloading dangerous or radioactive products. For any goods that are defined as hazardous or dangerous under applicable law, regulation and/or Buyer’s regulations/policies, Supplier will provide Buyer with hazardous warning and safe handling information in the form of a safety data sheet and

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

appropriate labeling for such goods as required by such applicable law and/or Buyer's regulations/policies.

6. Delivery: Deliveries shall be made at Supplier's expense to Buyer's plant or as otherwise indicated. Receipt of the goods does not constitute final acceptance thereof. Delivery of services can be subject to the signature of the acceptance protocol/memorandum, as the case may be. The Buyer will have the right to return or reject non-satisfactory or non-required goods, with any resulting cost paid by Supplier.

7. Inspection:

According to the Buyer's or the Buyer's customers referent quality assurance requirements applying within the supplier business, which might be listed within Buyer POs and its annexes, the Buyer or its representatives, their customer and regulatory authorities will have the right at all reasonable times, upon advance notice, to have access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records, such right of customers shall be valid upon authorisation by Buyer. They shall also have the right to inspect or test the goods comprised in this PO during or after manufacture and may reject the goods or require the Supplier to make conforming goods if the goods do not conform with this PO. Inspection by the Buyer or its representative will not relieve the Supplier of any liability in respect of any defect.

If no stricter requirement is defined in the applicable quality assurance requirements within the supplier business, the following condition of inspection applies: The Buyer or its representatives will have the right at all reasonable times, upon advance notice, to have access to the premises of the Supplier, its subcontractors or suppliers for the purpose of inspecting or testing the goods comprised in this PO during or after manufacture and may reject the goods or require the Supplier to make conforming goods if the goods do not conform with this PO. Inspection by the Buyer or its representative will not relieve the Supplier of any liability in respect of any defect.

8. Assignment: Supplier will not assign this PO, amounts payable by Buyer to Supplier or any of its rights or obligations hereunder without the prior consent in writing of the Buyer. The relations are *intuitu personae* and cannot be transferred without Buyer's express written agreement.

9. Subcontractors: Supplier shall not be entitled to subcontract any part of this PO without the express consent of the Buyer. Notwithstanding this authorisation, the Supplier shall continue to be directly liable vis-à-vis the Buyer with respect to his obligations and those that Supplier subcontracts to its subcontractor.

10. Independent Contractor: Supplier is an independent contractor and not an employee or agent of Buyer. Buyer shall not manage the execution of the PO by Supplier and Supplier will not manage the execution of the PO by Buyer. Supplier has no authority to direct or control the performance of any employee of Buyer. Supplier's role will be that of an adviser and not of master to any Buyer employee. Supplier does not have any Buyer title and Supplier is not eligible for Buyer benefits or employee plans.

11. Changes: Buyer may, at any time, by ten days prior notice in writing, make changes to the quantity of goods ordered (within a range of +/- 10%) as well as the date of delivery (within

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

a range of one week). If any such change causes an increase or decrease in the cost of or time required for the performance at work under this PO, an equitable adjustment, subject to the approval of Buyer, will be made to the price or delivery schedule, or both, and this PO will be modified in writing accordingly. Any other change will require agreement between the parties.

12. Liquidated Damages for delays clause: If the Supplier fails to deliver all or any of the goods comprised in this PO within the time specified in this PO, Buyer shall be entitled to liquidated damages payment of 1% of the PO price per day of delay with an upper limit of 10%, except that a different percentage is agreed and included in this PO. Notwithstanding the above, Buyer, at its option, may also decide to terminate the PO and/or claim for additional damages under the terms hereof.

13. Warranty: Supplier warrants that (a) the goods to be supplied to the Buyer hereunder will conform to the specifications, description and drawings, if any, and all agreed conditions set forth or referred to in this PO, (b) such goods will be free from defects in design, material and workmanship, (c) Supplier possesses the skills, professional ability, permits, licenses and certificates necessary to provide the goods, (d) the goods do not infringe any third party intellectual property rights and (e) Supplier declares the lawful origin of the delivered goods and warrants that it has good and full title to the Goods, free and clear of all security interests, liens, charges and other encumbrances.

Unless a longer period is specified by law or in a separate agreement between Buyer and Supplier, such warranties will extend for a period of eighteen (18) months from the receipt by the Buyer of the goods or one (1) year from the date of installation of such goods, whichever first occurs.

For breach of any of the above warranties and in addition to all other remedies that the Buyer may have, Supplier, at its sole expense, will (a) replace the defective goods with conforming goods at Buyer's Plant where the goods were originally shipped. Only in case that replacement is not feasible within the timeframe required by Buyer or if it is otherwise required under country legislation, at Buyer's option Supplier will (b) repair the defective goods or (c) repay to Buyer the purchase price of the defective goods.

If Buyer selects repair or replacement, any defects will be remedied without cost to Buyer, including but not limited to, the costs of removal, repair and replacement of the defective goods, and reinstallation or delivery of new goods. All such defective goods that are so remedied will be equally warranted as stated above. Supplier further warrants that Supplier will convey good title to the goods to be supplied to Buyer hereunder and that such goods will be delivered free from any security interest, lien or encumbrance. Payment will not be claimed by Supplier as a waiver, release or acceptance to avoid fulfillment of the warranty clause.

Should the Supplier fail to remedy any defects or replace defective goods within the time specified by Buyer, the Buyer may order the repairing on his own. Supplier will pay for any resulting costs.

These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable according to the PO. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the goods and completion, termination or cancellation of this PO.

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

14. Compliance with Law and Buyer's Internal Policies: In addition to the Warranty above, Supplier warrants that the PO will be performed in strict compliance with all applicable laws, rules, and standards including Environmental, Health and Safety regulations, and child labor and forced labor laws. If Supplier is granted access to Buyer's facilities for purposes of completion of the PO or inspection of the goods, it will comply with Buyer's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. The Supplier will indemnify the Buyer against all liabilities, costs and penalties on account of the infringement by the Supplier or its representatives of any applicable law or regulation or Buyer's internal policies.

Supplier shall, at its own expense, obtain all the necessary permits, authorizations, licenses, certificates etc. required to perform this PO.

Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). In particular, Supplier undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If Supplier breaches this obligation, it shall indemnify and keep Buyer harmless from any and all damage, cost, expense or liability which Buyer could incur as a consequence of that breach. In addition, in the case of such breach, Buyer shall be entitled to terminate this PO.

15. Supplier's Liability and Indemnification:

The Supplier will indemnify the Buyer, its employees, agents, affiliates and representatives against all liability, claims, costs, and expenses on account of the death of, personal injury or loss or damage to property of any person arising out of or in any manner connected with the performance of the services and/or delivery of the goods and caused by an act or omission of the Supplier, its employees, agents, invitees or contractors, in the terms legally established. Supplier will at its own expense defend any and all actions based on such acts or omissions and will pay all charges of attorneys and all costs and other expenses arising out of these obligations of indemnification. The Supplier will procure and maintain such insurance in connection with the work/goods delivered, as the Buyer will specify and consistent with common, prudent industry practice, with coverage written in the manner in which Supplier customarily insures comparable risks or as Buyer specifies whichever is stricter.

16. Insurance: The Supplier shall maintain a Third-Party General Liability Insurance Policy, to cover any liabilities deriving from this PO, which shall include, among others, Employer's Liability Insurance for bodily injury, Commercial General Liability Insurance for bodily injury, personal injury and property damage including coverage for products/completed operations and contractual liability, and Automobile Liability Insurance covering the use of all owned, not-owned and hired vehicles.

The Supplier shall provide evidence from time to time of the aforesaid insurance cover and validity thereof, and that it is up to date with payment of the corresponding premium at the date of entering into this PO and any time thereafter.

The insurance requirements in this clause are separate and distinct from any other obligations of Supplier contained herein, and neither the issuance of any insurance policy nor the minimum limits if specified herein will be deemed to limit or restrict in any way Supplier's liability arising under this PO.

17. Breach: In the event that delivery of all or any of the goods comprised in this PO is not effected within the time specified in this PO, which will be deemed to be of the essence, or in

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

the event of any other breach or non-observance by the Supplier of any other terms of this PO, the Buyer will have the right to terminate this PO within the shortest possible time in whole or in part by providing written notice, in accordance with the applicable legislation, without prejudice to the right of the Buyer to damages for breach of contract as well as to the agreed liquidated damages herein or in the PO Unless otherwise specified in the PO, liquidated damages other than those covered by section 12 hereof shall amount to 5% of the value of the PO.

Buyer will also have the right to immediately terminate this PO, in accordance with the applicable legislation, if the Supplier becomes insolvent, bankrupt or goes into liquidation (other than voluntary liquidation for the purposes of merger or reconstruction).

18. Cancellation: Buyer will have the right to cancel this PO by ten days' prior notice in writing to Supplier at any time prior to complete performance by the Supplier without any liability other than for the payment of the price as set out in the PO for the goods already delivered or those in the course of delivery at the time of the termination notice. The price of such unfinished goods shall be based on the actual out-of-pocket costs and expenses incurred prior to termination provided that the amount to be paid will in no event exceed the total price set out in this PO. Supplier will deliver to the Buyer all such unfinished goods. Nothing herein contained will affect the Buyer's right to cancel this PO under any of the terms of this PO or of these conditions or to pursue other remedies available to the Buyer.

19. Limitation of Liability: Buyer shall in no case be liable to Supplier for loss of use of any works, loss of profit, loss of business, loss of any contract or for any indirect, special or consequential loss or damage which may be suffered by Supplier in connection with the contract.

20. Limitation on Use of Payment: Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to this PO to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this PO or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this PO that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. If Supplier breaches the terms of this provision, Buyer may immediately terminate this PO without any liability.

21. Patents: Supplier agrees to indemnify, defend and hold harmless Buyer, its officers, directors, shareholders, employees, representatives, subsidiaries and affiliated companies (collectively "Indemnitees") from and against all liabilities, costs, claims, penalties, forfeitures, causes of action, suits and the costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees, including the costs of attorneys in the employ of Indemnitees), which Indemnities may hereafter suffer, incur, become responsible for or pay out as a direct or indirect result of any allegation, claim or proceeding involving any question of direct, contributing or indirect infringement of any intellectual property rights, including infringement of any patents, trademarks or copyrights by reason of the nature, form or condition of any design, plan, drawing, specification, material, process, article or machine supplied by Supplier in the performance of this PO or by reason of the use, sale, offer to sale

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

and/or import by Buyer of any such design, plan, drawing, specification, material, process, article or machine. Without this list being exhaustive, any documents, drawings, sketch, manufacturing diagrams models, memos or data about any features whatsoever, which are communicated by Buyer to Supplier shall be deemed to belong to the Buyer.

22. Data, Information, Inventions: Supplier will promptly disclose to Buyer all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, including any and all expressions of computer programs, manuals, data bases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice, or developed by Supplier arising out of the performance of the PO, all referred to in this PO as PO Developments. All PO Developments, including patents and copyrights, will be the sole and exclusive property of Buyer in respect to any and all countries, their territories and possessions.

23. Supplier consent: By submitting business contact and personal information about Supplier company and/or its employees (whose consent Supplier will have obtained as necessary) to Buyer, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Buyer and all its controlled entities in the United States of America and elsewhere and their authorized third-party contractors or agents (“Buyer”) for the purpose of: managing the 'requisition to payment' process when Buyer purchases goods or services

from suppliers; the 'order to cash' process when Buyer sells goods or services to customers; issuing information about Buyer Products and Services through newsletters, mailings, phone calls, and electronic communications and mailings; facilitating your business relationship with Buyer, enhancing Buyer’s ability to contact you and your employees, enabling Buyer to process and track your transactions with it through various internal systems and external third parties

and any other purpose which could further the business relationship Supplier has with Buyer and its Products and Services (“Purpose”). Buyer shall use the information supplied solely for the “Purpose” and shall store the data for as long as is strictly necessary to be able to complete the “Purpose”.

Supplier warrants and undertakes that it will ensure that its employees, agents and sub-contractors observe the provisions of the applicable laws as in respect of any duties or obligations to be performed in connection with the receipt and/or processing of personal data. In the event Supplier violates any obligations in this paragraph regarding the unauthorized disclosure of personal data in any manner, Supplier shall take all necessary measures as required by the applicable laws.

24. Non-disclosure: All information disclosed by the Buyer be it orally or in writing including but not limited to patterns, drawings, documents, software or other media containing specifications, information or data will be maintained in confidence by Supplier and either certified to be destroyed or returned in good order and condition on completion of this PO or on prior request by the Buyer and will not be published or disclosed to any third party nor copied or used for any purpose other than the fulfillment of this PO, without the prior written approval of the Buyer.

25. Supplier equipment: Supplier shall perform the PO by using its own tools and equipments (including those for individual protection), unless otherwise agreed in the PO, and shall be responsible for such equipment and tools whilst on the Buyer premises. Buyer shall in

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

no event be held liable for any damages, theft, fires involving the property and assets of Supplier introduced into the property and appurtenances of Buyer.
Upon completion of the performance of the PO or its termination, Supplier shall leave the premises in a tidy state, in proper condition and remove all its tools.

26. Waste Treatment: Supplier shall take care of the collection, storage, handling and transportation of wastes generated from the performance of the PO in accordance with the relevant Buyer procedure and applicable laws.

27. Company Name/Logo: Supplier may not use the Buyer's company name and/or logo in any manner other than as may be identified in this PO without first obtaining written permission from Buyer.

28. Right to Audit: In addition, Buyer will have the right to examine and audit, upon 8 days written notice and during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Supplier's obligations as set forth in this paragraph and the costs incurred pursuant to this PO. Such records will be kept by Supplier for a period of at least three (3) years after the expiration or termination of this PO, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate detail to permit the aforementioned audit.

29. Force Majeure: Force Majeure shall mean all situations or events which are unpredictable or unexpected or, if they could have been predicted, are unavoidable and beyond the reasonable control of the parties after placement of the PO including but not limited to war, natural disasters, freight embargoes as well as governmental acts or regulations and coercive measures.

If Force Majeure prevents any contractual party to perform its obligations under this PO in whole or in part, it will notify the other party as soon as possible after knowledge of these circumstances unless a different period is agreed in the PO. The notice shall, if possible, state the obligation the party cannot fulfill in part or as a whole provided such assessment is possible at that moment. Should the corresponding contractual party fail to fulfill the requirement of notification, it may not claim Force Majeure.

In the event of Supplier claiming Force Majeure, Buyer shall be entitled to withdraw from the PO in whole or in part without any liabilities.

30. Conflict Minerals: Supplier agrees that no conflict minerals as defined by Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Supplier hereunder originated in the Democratic Republic of the Congo or any adjoining country.

31. Supplier Standards: Supplier acknowledges that it has access to, has read and understands Buyer's standards of conduct as set forth in Supplier Standards (the "Guide") as published at https://www.alcoacorporation.com/global/en/who-we-are/ethics-compliance/pdf/Supplier_Standards.pdf, and acknowledges that it has not paid nor been asked to pay anything of value to or for the benefit of any Buyer employee (or known family member or associate thereof) in connection with the award of this order.

**GENERAL CONDITIONS OF PURCHASE**Code: GTC-01
Version: 08.2

Applicable to: European Procurement Services Organisation

Approved by: European Director of Procurement

Revision date:
01.11.2016

32. Quality requirements: Supplier shall institute a certified Quality Management System (ISO 9001, ISO TS 16949, AS 9100, ISO 22000, etc.). Documents belonging to this system shall be made available to the Buyer. If the Supplier is holder of a certified Quality Management System, the Buyer will be allowed to analyze the capabilities of the Supplier.

33. Total Cost of Ownership: Supplier shall make available to Buyer all documents and information necessary for performing TCO Analysis.

34. Governing Law: Unless otherwise expressly agreed in writing between the Parties, the law governing this PO will be the laws of the country of the incorporation of Buyer, and the courts of such country will have jurisdiction for any claims or disputes arising hereunder. The United Nations Convention on Contracts for the International Sales of Goods will not apply to any Purchase Orders between Buyer and Seller.

35. Order of precedence: In the event of conflict, the terms of the PO shall prevail over those of these General Terms and Conditions of Purchase

36. Severability: If any term, provision, covenant or condition of this PO is held invalid or unenforceable for any reason, the remaining provisions of this PO shall continue in full force and effect as if this PO had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this PO will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.