

TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS (rev. 12/08)

1. **Definitions:** The term "Contract" means these Terms and Conditions for Purchase of Products ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Alcoa Inc., or its subsidiary(ies) or affiliate(s) executing this Contract. The term "Seller" means any individual, corporation or other entity who is to supply Products purchased by the Company pursuant to this Contract. The term "Products" means the goods or materials sold by Seller and purchased by Company under this Contract.
2. **Scope and Acceptance:** All Products are supplied pursuant to this Contract. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Products covered under this Contract, by Seller. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained on the face and back hereof. Without the written consent of Company's authorized representative, no additional or different terms proposed by Seller in its acknowledgement will be effective to modify the Contract and Seller will be deemed to have accepted the Contract without such modifications. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Contract will be deemed material and are expressly objected to and rejected.
3. **Blanket Order:** If this Contract is identified as a "Blanket" Contract or "Blanket" order or in some other manner references a specific quantity of Products to be purchased, Seller hereby acknowledges that the quantities specified and delivery dates listed in such "Blanket" Contract are contingent upon the issuance of a release by Company identifying the Products to be purchased and providing delivery directions. When a Contract is identified as a "Blanket" Contract or deliveries are otherwise specified to be in accordance with Company's written releases, Seller will not fabricate or assemble any Products nor procure required materials, nor ship any Products except to the extent authorized by such written releases or provisions of a Contract specifying minimum fabrication and delivery quantities. Forecasts are not releases and may not be relied upon by Seller. Releases are included in the term "Contract". By accepting a "Blanket" Contract, Seller agrees to accept all releases issued by Company thereunder.
4. **Price/Terms:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Company's prior express written consent including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Unless otherwise specified, the Contract, all prices will be FOB destination (place of delivery). Seller further warrants that the prices set forth in this Contract are the lowest prices charged for the Products, or substantially similar products, sold by Seller to its other customers. If, after execution of this Contract, but prior to payment by the Company for Products purchased hereunder, Seller (i) sells, or offers to sell, Products, or substantially similar products, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Products, or substantially similar products, or (iii) sells, or offers to sell, Products, or substantially similar Products, on commercial terms that are, in Company's reasonable judgment, more favorable than those set forth in this Contract, such lower price or more favorable terms will be applicable to all purchases of Products by Company hereunder. If, at any time during the term of this Contract, Company receives a *bona fide* offer from a third party to supply Products to Company on similar commercial terms, but at a lower price, Company may notify, and provide the necessary particulars of such offer to, Seller, and Seller will, within, thirty (30) days thereafter, inform Company whether it will match such price for Products purchased hereunder. If Seller does not agree to match such price, Company may, in its sole discretion, elect to purchase Products from such third party, and any obligation of Company to purchase Products from Seller pursuant to the terms of this Contract will be deemed to be waived by Seller to the extent of any such purchases. Upon request of Company, Seller will be required to certify that it is in compliance with the requirements of this paragraph. In addition, Company will have the right to examine and audit, during normal business hours, any and all records, data and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Seller's obligations as set forth in this paragraph. Such records will be kept in a form that is clear and accurate and containing sufficient and adequate details to permit the

aforementioned audit. Except as otherwise expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Products from Seller and Company will be entitled, in its sole discretion, to purchase the same or similar Products from other suppliers. Company expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

5. **Taxes:** Seller will bear and pay all applicable taxes of Quebec, Canada or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income, capital or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect all taxes including, but without limiting the general nature of the foregoing, goods and services tax (GST) and Québec sales tax (QST), from Company on behalf of any Canadian, Québec or other taxing jurisdiction including, but without limiting the general nature of the foregoing, Canada Revenue Agency and Revenu Québec, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax to be collected and Company will remit any such tax to Seller. Seller will have the sole responsibility of complying with all applicable Canadian, Québec and other laws regarding tax including, but without limiting the general nature of the foregoing, the *Excise Tax Act*, R.S., 1985, c. E-15, the *Act respecting the Québec sales tax*, R.S.Q., c. T-01 as well as the *Act respecting the Ministère du Revenu*, R.S.Q., c. M-31. In all cases, Seller will state on every invoice the taxing jurisdiction (e.g. country, state/province and municipality) in which Products were provided. If applicable, Seller will accept a properly executed exemption or direct pay certificate from Company in lieu of payment for any sales and use tax. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis for each of the facilities. With the exception of the taxes described above, all other taxes imposed upon Seller, or the price or compensation under this Contract, or on the Product provided hereunder, will be the sole responsibility and liability of Seller.
6. **Inspection and Quality Assurance:** All Products will, before delivery, be subject to inspection, tests, and audits by Company or its agent at reasonable times and places. Seller agrees to provide access for Company to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any Products, nor the failure to do so, before delivery to Company will constitute acceptance of any Products, or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with the Company's specifications. Seller warrants that it has and will maintain an adequate quality control program with respect to the production and delivery of Products and that it creates and maintains adequate quality control reports, certificates, affidavits, and other such records relating to the Products. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery.
7. **Rejection:** Products will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other non-conformance, will relieve Seller of any obligations under this Contract or limit, revoke or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Products do not conform with the requirements of this Contract, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) return any or all non-conforming Products to Seller for reimbursement, credit, replacement, or repair as Company may direct; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all non-conforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Furthermore, Company may, at its option, reduce the quantity of Products Company is obligated to purchase by the quantity of Products returned to Seller hereunder. Any Products rejected by Company and returned to Seller will be returned at Seller's risk and expense, including, but without limiting the general nature of the foregoing, the cost of packaging, handling, inspection, examination, transportation

and any other costs incidental thereto, which costs will be charged to and paid by Seller. Such Products will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such non-conforming Products that are so remedied will have the same warranty as stated in Section 5 of this Contract from the date of redelivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.

8. **Warranty:** Seller warrants that all Products will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) merchantable, free from defects in design, material and workmanship, (iii) as described and advertised, of good quality, fit for the intended purposes, (iv) composed of all new components, (v) free from all mortgages, priorities, securities and other encumbrances and any actual or claimed patent, copyright or trademark infringement, and (vi) manufactured in compliance with all applicable federal, provincial and foreign laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Products. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Company's approval of Seller's design, material, process, drawing, specifications or the like will not be construed to relieve Seller of the warranties set forth herein. Any exclusion or limitation of liability clause or any other clause restricting, in any manner whatsoever, Company's remedies in documents of Seller, or otherwise, are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of, payment for, and use of the Products and completion, expiration, termination, discharge or cancellation of this Contract, and will run to Company, its customers, successors, and assigns, and to users of the Products.

9. **Intellectual Property:** If Company furnishes the design for the Products or requires Seller to prepare a design for the Products, then Company will own all intellectual property rights relating to such design. If Seller furnishes a pre-existing design for the Products, then Seller will continue to own all intellectual property rights relating to such design. In the latter event, Seller hereby grants Company a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use, and have used, such intellectual property. Company does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Company in information, documents, or property that Company makes available to Seller under the Contract, other than the right to use such intellectual property rights to produce and supply Products to Company. Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Company, its parents, affiliates, and their directors, officers, employees, agents, successors and assigns, customers and the users of Seller's Products ("Indemnitees") from all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, damages all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future patent, copyright, trademark, trade secret, or other actual or alleged intellectual property right of any third party arising from Company's purchase, use or sale of Products supplied under this Contract,. . (i) alone; (ii) in combination by reason of their content, design, structure; or (iii) in combination in accordance with Seller's recommendations. In the event of an allegation of intellectual property infringement or if the use or sale of the Products is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Products; (ii) make such alterations modifications or adjustments to the Products so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Products and refund the purchase price and the transportation and installation costs thereof. Seller's obligations will apply even though Company furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller. All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Products, and completion, expiration, cancellation, disclaim or termination of this Contract. If any settlement requires an affirmative obligation (other than ceasing use of the Product) of, results in any ongoing liability to or

prejudice or detrimentally impacts Company in any way and such obligation, liability, prejudice or impact is material, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

10. **Seller's Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage to Company or to others (including Seller and employees and invitees of Seller, Seller's suppliers, distributors Company and Company employees and invitees) arising out of or in any manner connected with (i) the production and delivery of, or any defect in, Products supplied hereunder; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them. . ., and in each case whether or not caused or contributed to by the fault or negligence of any of the Indemnitees. For the avoidance of doubt, Seller expressly agrees that Seller will indemnify, defend and hold harmless the Indemnitees in connection with this Section 10 even if any or all of the Liabilities incurred by any or all of the Indemnitees are caused in part by the concurrent negligence of one or more of the Indemnitees. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity. Seller agrees to waive and release any rights of contribution, indemnity or subrogation it may have against any of the Indemnitees as a result of any indemnity claim asserted by another Indemnitee under this Section 10. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Company as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Company herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Company by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any workers' compensation act or employee benefit act. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller.

11. **Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees. To the extent permitted by law, Seller's Workers' Compensation Insurer or Seller, if self-insured, agrees to waive rights of subrogation against Company; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Bodily Injury by Disease with limits of not less than \$1,000,000 per policy; and (c) Commercial General Liability Insurance for bodily injury, personal injury and property damage, including coverage for products/completed operations and contractual liability, with combined limits of not less than \$5,000,000 per occurrence. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company, certifying that (a) the required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after prior written notice has been delivered to Company, (b) Company is designated as an additional insured on Seller's Commercial General Liability policy and (c) all of Seller's insurance identified herein will be primary and not contributory or excess of any other insurance carried by or on behalf of Company. Seller may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies. The insurance requirements in this paragraph are separate and distinct from any other obligations of Seller contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way Seller's liability arising under this Contract.

12. **Termination:** Company may terminate this Contract or any releases issued pursuant to this Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Products indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a *pro rata* basis, for Products delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will, become the property of Company and will be released by Seller to Company so that Company can take possession thereof, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.
13. **Cancellation:** Company will have the right to cancel this Contract, in whole or in part, if the Products are, in Company's judgment, non-conforming or defective or not delivered in accordance with the agreed-upon schedule, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of this Contract, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform this Contract becomes impaired, whereupon Company will have the continuing right to obtain Products from another source without prejudice to any other rights or remedies of Company and in addition thereto.
14. **Transition of Supply:** In connection with termination of this Contract or Company's decision to change to an alternate source of supply, Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Seller will continue production and delivery of all Products as ordered by Company, at the prices and other terms stated in this Contract, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Company's ability to obtain Products as needed; (b) at no cost to Company, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components; and (c) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services as expressly requested by Company in writing. If the transition occurs for reasons other than Seller's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Any Transition Support costs incurred by Seller without Company's prior written consent shall be for Seller's account.
15. **Payments:** Unless otherwise expressly set forth in this Contract, the terms of payment are net 90 days after Company's receipt of either Seller's valid invoice, or the Products, whichever is later. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Products, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. All cash discounts will be computed from the date of receipt by Company of a valid invoice or receipt of the Products, whichever occurs later. Cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Products will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Seller does not constitute acceptance of the Products covered by the invoice. If the production or delivery of Products covered by this Contract may give rise to legal builder's mortgages or other similar securities, payment will not be due and the cash discount period will not commence until Seller has obtained and delivered to Company a complete release and discharge of all mortgages or other securities or a receipt/discharge covering all labor and materials for which such mortgages or other securities could be filed or a bond satisfactory to the Company indemnifying it against such mortgages or other securities. If payments are required to be made under this Contract by Company in a currency other than USD, Seller will provide Electronic Funds Transfer (EFT) instructions to Company and Company will make such payments to Seller electronically, to the extent permitted by law. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller, or any of

its parents, subsidiaries or affiliates,, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.

16. **Confidentiality:** At all times prior to, during, and after the Contract, Seller will (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as “confidential” upon disclosure (“Confidential Information”); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of a Contract; and (iii) not use Confidential Information except for performance of a Contract. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract. Without limiting the direct liability of Seller’s employees and others who may have received Confidential Information directly or indirectly from Seller, Seller will be responsible for the disclosure or other misuse of Confidential Information by Seller’s employees and others, and Seller will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Seller’s employees and others of which Seller becomes aware. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller’s further use of Confidential Information for any purpose. Upon receipt of such notice, Seller will, and will cause Seller’s employees to, promptly cease all further use of Confidential Information, return to Company all physical materials containing Confidential Information, whether the materials were originally provided by Company or copied or otherwise prepared by Seller or any Seller employee, and erase or otherwise destroy any Confidential Information kept by Seller or any Seller employee in electronic or other non-physical form. Such termination by Company will not affect Seller’s continuing obligations in this Section 16. Seller agrees that no information disclosed by it to Company will be confidential unless due notice thereof is given in advance to and accepted by Company in writing.
17. **Securities:** Seller warrants that no mortgage, priority, encumbrance or security interest will be raised or registered by Seller or anyone claiming under or through Seller against Company, Company’s property or the Products as a result of the Products furnished under this Contract.
18. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company. Seller will provide all safeguards, and take all precautions, necessary in connection with the production and delivery of the Products sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor, where applicable. Seller warrants that all Products delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company.
19. **Assignment:** Neither this Contract, nor Seller’s rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller’s liability to perform all of its obligations under this Contract. . Any attempted assignment without the prior written consent of Company will be null and void.
20. **No Violation of Law:** Seller and the Products will comply with all applicable laws, rules, regulations orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with certificates of compliance therewith. Seller warrants that the Products delivered hereunder were produced at facilities complying with all applicable provisions of occupational safety and health legislation and related regulations, and agrees to provide Company, upon request, with all explanatory

and factual information needed to verify such compliance and to enable Company to comply therewith, and with any other laws and regulations applicable hereto.

- 21. Limitation on Use of Payment:** No money, property or thing of value received by Seller under or pursuant to this Contract may be offered or used, directly or indirectly, 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 other person or entity, in connection with or relating to the subject matter of this Contract or any supplement or amendment hereto. It is the intent of Company and Seller that no payment or transaction shall be made during the term of this Contract that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, extortion, kickback or bribery. If Seller breaches the terms of this section, Company may immediately terminate this Contract without any liability..
- 22. Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations.
- 23. Hazardous and Dangerous Goods and Materials:** Seller warrants: (1) that any chemical substance or mixture delivered to Company pursuant to this Contract complies with the provision of Canadian and Québec legislation in respect of hazardous materials; (2) that such substances or mixtures are lawfully available for sale and use; (3) that such substances or mixes delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; (4) that Seller will supply with, or before, delivery, and at any other time upon Company's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (5) that Seller will ascertain and furnish all information about Products required by Company to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws as well as those governing occupational safety and health and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Company upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Company's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Company pursuant to this Contract. Unless approved in writing by Company's location manager prior to shipment, Seller will not deliver any Products containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Product, whichever is less.
- 24. Import/Export Compliance:** Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et. seq.). Company will not be a party to the importation of the Products, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Seller will neither cause nor permit Company's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Products, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Company unless otherwise prohibited by applicable law. Seller will provide Company with all information and records relating to the Products necessary for Company to (i) receive these benefits, credits, and rights, (ii) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Products, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.

25. **Customs Duty and Excise Tax Remission:** Upon request of Company, Seller will cooperate with Company in seeking any customs duty and excise tax remission available to Company in connection with export by Company of any Products imported by Seller and provided to Company under this Contract, or incorporating, or manufactured by Company from, such Products. Without limitation, Seller will (i) provide all information with respect to such imported Products necessary to complete any such customs duty and excise tax remission claims to be filed by Company, including Revenue Canada entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties and excise tax paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Company's remission claims.
26. **Labor Contracts:** Seller will notify Company of any labor contract expiration date at least six months before the expiration of a current labor contract that has not been extended or replaced. Company may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of the Products, specifying the quantities of Products required and any packaging and storage requirements. Seller will use commercially reasonable efforts to comply with Company's written instructions prior to the expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Company commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.
27. **Changes:** Company may, at any time, in writing, make changes to the general scope of this Contract, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in Seller's cost of, or time required for, the performance of its obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly.
28. **Electronic Commerce:** . Supplier acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Products hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of such 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.
29. **Notifications.** Seller agrees to immediately notify Company of any actual or possible safety problems with the Products delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Contract.
30. **Company's Property and Parts.** All property of any kind supplied to Seller, or paid for, by Company will be and remain Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all mortgages, priorities, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any

Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.

31. **Force Majeure.** Neither party shall be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary event beyond the reasonable control without its fault or negligence; provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and items to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Company may purchase the Products from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes..

32. **Background/Credit checks:** Seller, at its own expense, will have background and credit checks performed on each employee that it plans to assign to work on the Company's premises. Seller will comply with all applicable C-TPAT security criteria as issued and updated by the U.S. Customs and Border Protection Agency from time to time. Seller will provide Company with documentation of such compliance upon request.
33. **Shipping:** Unless otherwise provided in the Contract: (i) all shipping, drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Products will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment; (iv) Seller will mark each package with the Contract number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Company is obligated to pay for shipping, Seller will be responsible for all extra charges incurred because of Seller's failure to follow Company's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Contract; (vi) Seller will mark the Products, packaging and packing as instructed by Company and in accordance with the standards of the Uniform Commercial Code; (vii) Seller will pay all express and other charges necessary to expedite delivery to enable Seller to meet the delivery schedule; (viii) Seller will ship all late shipments by express or other priority methods of delivery at its expense; and (ix) Seller will issue to Company advance shipping notices as requested by Company.
34. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Company. If the Contract is identified as a "Blanket" Contract or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in releases or other instructions from Company. Company will have no liability for payment of Products delivered to Company which are in excess of quantities specified in the Contract or in releases and Company may return overshipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Company may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. Company will be responsible for additional costs of expedited or other special transportation that Company may require as a result of changes to its firm releases or delivery schedules to the extent that (i) such changes were not caused by Seller, and (ii) Company can recover such costs from its own customers.
35. **Company Name/Logo:** Seller may not use the Company's name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Company..
36. **Other Provisions:** This Contract is governed by the laws of the Province of Québec. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. Any and all disputes between the parties that may arise pursuant to this Contract will be heard and determined before an appropriate arbitrator or court located in Montréal. Seller acknowledges and agrees that any such court will have the sole jurisdiction to interpret and enforce the provisions hereof and/or an arbitrator's judgment, and Seller waives the right to contest such jurisdiction. Company's failure to assert any right is not a waiver of such right or any other right. Any rights and remedies provided herein to Company are cumulative and in addition to any other rights and remedies provided in law.