

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

- 1. Definitions:** The term "Contract" means these Terms and Conditions for Purchase of Services ("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 perform the Services purchased by the Company pursuant to this Contract. The term "Services" means all services furnished by Seller and purchased by Company under this Contract.
- 2. Scope and Acceptance:** All Services 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 delivery according to schedule of all or any portion of the Services 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. 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 express written consent in advance. Seller further warrants that the prices set forth in this Contract are the lowest prices charged for the Services, or substantially similar Services, sold by Seller to its other customers. If, after execution of this Contract, but prior to payment by the Company for Services purchased hereunder, Seller (i) sells, or offers to sell, Services, or substantially similar Services, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Services, or substantially similar Services, or (iii) sells, or offers to sell, Services, or substantially similar Services, 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 Services 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 Services 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 Services purchased hereunder. If Seller does not agree to match such price, Company may, in its sole discretion, elect to purchase Services from such third party, and any obligation of Company to purchase Services 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 detail to permit the aforementioned audit. Except as expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Services from Seller and Company will be entitled, in its sole discretion, to purchase the same or similar Services from other suppliers. Company expressly reserves the right to disclose the terms of this Contract, including but not limited to price, to third parties.
- 4. 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 or 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 (country, state/province and municipality) in which Services were provided. If applicable, Seller will accept a duly signed 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, on the price or compensation under this Contract, or on the Services provided hereunder, will be the sole responsibility of Seller.

5. **Rejection:** Services 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, approval, or inspection. No inspection, approval, delay or failure to inspect, 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 Services do not conform with the requirements of this Contract, Company will have the right to reject the Services and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) seek reimbursement, credit, replacement, or repair as Company may direct; or (2) correct, rework, and/or repair the Services with all costs associated therewith to be charged to and paid by Seller. All such non-conforming Services that are so remedied will have the same warranty as stated in Section 5 of this Contract from the date of re-delivery.
6. **Warranty:** Seller warrants that (a) it will strictly comply with the descriptions and representations of the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, standards and requirements) which appear in this Contract, (b) Seller and the Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations, (c) the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, and (d) it is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Contract. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. 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 and payment for the Services and completion, termination or cancellation of this Contract.
7. **Performance Standard:** Seller undertakes to perform the Services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry, and to ensure that its employees assigned to perform any Services under this Contract will conduct themselves in such a way as to give effect to and comply with such standards. The Services will be rendered by Seller in (1) an efficient, safe, courteous and businesslike manner, (2) in accordance with any specific instructions issued from time to time by Company and (3) to the extent consistent with above, as economically sound as business judgment warrants. Seller will promptly replace any employee or subcontractor that Company considers unfit or otherwise unsatisfactory.

8. **Intellectual Property:** 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 ("Indemnitees") from all liabilities, expenses, suits, actions, claims, demands, judgments, settlements, costs, losses, damages and 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 costs 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 or use of Services supplied under this Contract. In the event of an allegation of intellectual property infringement or if the use or sale of the Services is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Services; (ii) make such alterations, modifications or adjustments to the Services 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) refund the purchase price. Seller's obligations will apply even though Company 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 Services, and completion, expiration, termination, cancellation or disclaimer of this Contract. . If any settlement requires any affirmative obligations (other than ceasing use of the Services) 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.
9. **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 and of Company) arising out of or in any manner connected with (i) the performance, production and/or delivery of, or any defect in, Services supplied or purchased 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 9 even if any of 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 9. 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.

10. **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; (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; and (d) Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with minimum combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence. Also, Seller's Commercial General Liability policy will be endorsed to name Company as an additional insured and if Seller, either as principal or by agent or employee, enters upon the property of Company in order to provide Services, Seller will name Company as an additional insured on Seller's Automobile Liability policies. 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 cancelled 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, if applicable, Seller's Automobile 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. Seller's insurance will be primary without right of contribution of any other insurance carried by or on behalf of Company. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company, of Seller's compliance with the requirements listed in this paragraph. 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 the liability and/or any obligation of Seller arising under this Contract.
11. **Termination:** Company may terminate 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 Services 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 Services delivered as of the date of termination. Upon such payment, all finished services for which Company has paid will become the property of Company and will be released by Seller to Company 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.
12. **Cancellation:** Company will have the right to cancel this Contract, in whole or in part, if the Services 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 Services from another source.
13. **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 Services, 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 Services, 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 Services, 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 Services 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 Services covered by the invoice. If the production or delivery of Services 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.

14. **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 the 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 14. 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.
15. **Securities:** Seller guarantees 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 Services furnished under this Contract.
16. **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 Services 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 Services 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 Services or services related thereto performed on premises controlled by Company.

17. **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.
18. **No Violation of Law:** Seller and the Services will comply with all applicable foreign, Canadian and Québec laws, rules, regulations, orders, conventions, ordinances or standards 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 Services delivered hereunder were produced at facilities complying with all applicable provisions of the 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.
19. **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.
20. **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.
21. **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.
22. **Import/Export Compliance:** If any Services are to be delivered into any other country, the Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of such Services, 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.
23. **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 Services imported by Seller and provided to Company under this order, or incorporating, or manufactured by Company from, such Services. Without limitation, Seller will (i) provide all information with respect to such imported Services 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.
24. **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.

25. **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 Services 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.
26. **Notifications.** Seller agrees to immediately notify Company of any actual or possible safety problems attributable to the Services delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, labor disputes, its insolvency or other matters that might delay or interfere with its performance of this Contract.
27. **Company's Property and Parts.** All property of any kind supplied to Seller or paid for by Company will be and remains Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Services 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 hypothecs, 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. Seller will indemnify, protect, defend and hold harmless Company, its successors and assigns from and against all claims and liens adverse to Company's ownership of Company's property and all loss or damage to such property occurring while in Seller's custody or control. 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.
28. **Force Majeure.** Neither party will 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 and 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 services 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 Services 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.
29. **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.

30. **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 delivery of all Services 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 Services as needed; and (b) subject to Seller's reasonable capacity constraints, Seller will provide 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 costs incurred by Seller without Company's prior written consent shall be for Seller's account.
31. **Other Provisions:** This Contract is governed by the laws of the province of Québec. 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. Time is of the essence with respect to Seller's performance hereunder. Any rights and remedies provided herein to Company are cumulative and in addition to any other rights and remedies provided in law. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions thereof shall remain in full force and effect.