

## STANDARD TERMS AND CONDITIONS FOR SERVICES (Rev. 4/17)

- 1. SCOPE OF WORK AND ACCEPTANCE:** These Standard Terms and Conditions For Services, and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order" and collectively, the "Contract"), constitute the sole and exclusive terms on which Alcoa agrees to be bound. The term "Alcoa" includes Alcoa USA Corp. or any of its affiliates or subsidiaries which execute a Purchase Order. In exchange for the Contractor's compensation listed on the Purchase Order, Contractor agrees to perform the services referenced in the Purchase Order, which are referred to in this document as "Services." 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 Contractor. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein.
- 2. TIME FOR PERFORMANCE:** The Services shall be performed in strict conformity with the dates and schedules referenced in the Purchase Order. Time is of the essence for Contractor's performance of the Services.
- 3. CONTRACTOR'S COMPENSATION:** Contractor will promptly submit to Alcoa correct and complete invoices, supporting documentation, and all other information reasonably required by Alcoa in connection with the performance of Services. Alcoa may withhold payment until such documents are received and verified. All invoices for Services and Goods provided to Alcoa will be accumulated upon receipt for a period from the first day of a month to the last day of the month (the "Accumulation Period".) Alcoa will pay invoices received during the Accumulation Period on the 4<sup>th</sup> day of the 4<sup>th</sup> month from the end of such Accumulation Period for Services and Goods that, in Alcoa's judgment, strictly conform to the requirements of the Contract. Any 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 Goods or Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods or Services covered by this Contract may give rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Contractor has obtained and delivered to Alcoa a complete release and discharge of all liens arising out of the production or delivery of Goods or Services or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Alcoa indemnifying it against any lien. If payments are required to be made under this Contract by Alcoa in a currency other than USD, Contractor will provide Electronic Funds Transfer (EFT) instructions to Alcoa and Alcoa will make such payments to Contractor electronically, to the extent permitted by law. Alcoa will have the right, at any time, to set off and apply against any monetary obligations that Alcoa owes to Contractor or any of its parents, subsidiaries or affiliates, any obligations that Contractor, or any of its parents, subsidiaries or affiliates, may owe to Alcoa.
- 4. PRICE:** Contractor warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Alcoa's prior express written consent. If during the term of this Contract, Contractor sells services that are the same or are substantially similar to the Services to another customer at prices below those stated in the Contract, Contractor will immediately extend such lower prices to Alcoa. If Alcoa provides satisfactory evidence that it can purchase Services of like quality and similar commercial terms at a lower price, and if Contractor elects not to meet such lower price, then Alcoa may elect to purchase Services from the supplier with the lower price, and any obligation of Alcoa to purchase Services from Contractor pursuant to the terms of this Contract will be deemed to be waived by Contractor to the extent of any such purchases.
- 5. WARRANTIES FOR SERVICES:** Contractor warrants the following: (1) Contractor shall use its best efforts to perform the Services and, at a minimum, Contractor shall perform the Services in conformity with the highest standards of the industry practiced by reputable contracting firms performing work of a similar nature at the time and place the Services are provided. (2) Contractor shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided. (3) Prior to performing any Services, Contractor will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided. (4) The Services will not violate or in any way infringe upon the rights of third parties. (5) Contractor is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of this Contract.
- 6. WARRANTIES FOR GOODS:** To the extent Contractor is supplying goods or materials ("Goods") in connection with the performance of the Services, Contractor's shipment of Goods will be F.O.B., place of destination (as defined by 13 Pa.C.S. §2319) listed on Alcoa's Purchase Order form. Contractor warrants that, from the date of tender of delivery of the Goods and for a period of four years thereafter, all Goods: (1) shall be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Alcoa); (2) shall conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Contractor after contract formation; (3) shall be fit for the particular purpose(s) for which the Goods are required, and Contractor acknowledges that Alcoa is relying on the Contractor's skill or judgment to furnish suitable Goods; (4) shall be composed of all new components; (v) shall be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (5) shall be manufactured and sold in compliance with all applicable federal, state and local laws, regulations or orders, and trade standards applicable to the Goods. Such warranties explicitly extend to future performance of the Goods. Contractor warrants that all of its employees, subcontractors, and all other persons or entities acting on its behalf in the performance of Services shall agree to and abide by these warranties. In addition to remedies otherwise available to Alcoa, if Contractor is in breach of the warranties set out in this paragraph, Contractor will, at the election of Alcoa and upon notice from Alcoa, and at Contractor's sole cost (including any relevant transportation and labor costs), either redesign, repair or replace (including, if applicable, reinstall) the Goods or re-perform the related services to Alcoa's satisfaction, prior to the expiry of the time set forth in the notice. If Contractor fails to make the necessary redesign, repair or replacement within the period specified, Alcoa may perform or cause to be performed such redesign, repair or replacement at Contractor's risk and cost and any costs and expenses incurred by Alcoa will be recoverable from Contractor as a debt due and payable.
- 7. COMPLIANCE WITH ALCOA'S RULES:** Contractor, its employees, subcontractors, and all other persons or entities acting on behalf of Contractor agree to abide by Alcoa's rules and reasonable requests while on premises owned, leased, or otherwise controlled by Alcoa. Alcoa reserves the right to bar from such premises Contractor, any employee, subcontractor or any other person or entity acting on behalf of Contractor for any cause that Alcoa deems reasonable.
- 8. LIENS:** Contractor guarantees that no lien, encumbrance or security interest will be filed by Contractor or anyone acting on behalf of, or claiming under or through Contractor, against Alcoa, Alcoa's property, or the Services furnished under this Contract.
- 9. SAFETY:** Contractor will provide all safeguards and precautions necessary in connection with the provision of Services to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Contractor will be solely responsible for any such occurrences. Contractor warrants that all Services delivered hereunder will be in compliance with all Alcoa requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Alcoa. Contractor agrees to immediately notify Alcoa of any actual or possible safety or quality problems attributable to the Services delivered hereunder.
- 10. ALCOA'S PROPERTY AND PARTS:** All property of any kind supplied to Contractor or paid for by Alcoa will be and remains Alcoa's property, and Contractor will maintain such property in good condition and repair. All Alcoa property, while in Contractor's custody or control, will be held at Contractor's risk, free of all liens, encumbrances or security interests of Contractor or third parties, and will be kept insured by Contractor at Contractor's expense in an amount equal to replacement cost with loss payable to Alcoa. All property of Alcoa is subject to removal by Alcoa at any time, and to return upon Alcoa's request. Contractor assumes all risk of death or injury to persons or damage to property arising from or related to use of Alcoa's property. Alcoa does not guarantee the performance of any Alcoa property or the suitability of any property furnished by it for any particular work. Contractor assumes sole responsibility for inspecting, testing, and approving all of Alcoa's property supplied by Alcoa prior to any use by Contractor.
- 11. REJECTION AND REVOCATION OF ACCEPTANCE:** Alcoa shall not be bound to reimburse Contractor for any Services that, in Alcoa's judgment, fail to conform to Contractor's obligations under the Contract. Alcoa has the right, before payment or acceptance of Services or Goods under this Contract, to inspect

the Services and Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services or Goods, nor the failure to do so, before delivery to Alcoa constitute acceptance of any Services or Goods, or relieve Contractor from exclusive responsibility of furnishing Services and Goods in strict conformance with Alcoa's specification and instructions. If, in Alcoa's judgment, the Services or Goods fail in any respect to conform to the Contract, Alcoa may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Contractor agrees that any notification of nonconformity by Alcoa, in whatever form, suffices to inform the Contractor that the transaction is claimed to involve a breach, and that Contractor will be responsible for any losses resulting from the nonconformity. In an appropriate case, Alcoa may revoke its acceptance of Services or Goods. Contractor agrees that Alcoa's acceptance of the Services or Goods is reasonably induced by the Contractor's assurances of their quality and conformity to the terms of the Contract.

**12. AUDITS AND INSPECTIONS:** Alcoa has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Contractor's obligations under this Contract. Such records will be kept by Contractor for a period of at least four (4) years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by law. In addition, Alcoa may inspect or test at any reasonable time and place all Goods prior to delivery. Contractor agrees to provide reasonable assistance for such audits, inspections, and tests.

**13. TAXES:** Contractor will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Contractor for the privilege of doing business in a jurisdiction. If Contractor is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Alcoa on behalf of any taxing jurisdiction, Contractor will provide to Alcoa invoices which separately state and clearly indicate the amount of tax and Alcoa will remit any such tax to Contractor. Contractor will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Contractor must collect sales and use tax from Alcoa, Contractor will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services or Goods were provided. If applicable, in lieu of payment for any sales and use tax, Contractor will accept a properly executed exemption or direct pay certificate from Alcoa. The determination of whether an exemption or direct pay certificate will be submitted to Contractor in lieu of payment for any sales and use tax will be made by Alcoa on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Contractor, or the price or compensation under this Contract, or upon the Services or Goods provided hereunder, will be the responsibility and liability of Contractor.

**14. CONFIDENTIALITY:** During the term of this Contract and for five years after its cancellation, termination or expiration, Contractor shall not make use of Alcoa's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Contractor obtains from Alcoa or otherwise discovers in the performance of this Contract. "Confidential Information," as used in this Contract, will mean all information relating to Alcoa's business which is not generally available to the public. Confidential Information includes information that Contractor possesses that predates this Contract. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to Contractor prior to disclosure by Alcoa; or (b) rightfully obtained by Contractor from any third party; or (c) made available by Alcoa to the public without restrictions; or (d) disclosed by Contractor with prior written permission of Alcoa; or (e) independently developed or learned by Contractor through legitimate means; or (f) disclosed by Alcoa to a third party without a duty of confidentiality on the third party; or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Contractor will provide reasonable prior written notice to Alcoa if it is required to disclose any of Alcoa's Confidential Information under operation of law. Alcoa expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

**15. LIMITATION ON USE OF PAYMENT:** Contractor shall not offer or use, directly or indirectly, any money, property or anything of value received by Contractor under or pursuant to this Contract 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 Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this Contract that is illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Contractor breaches the terms of this provision, Alcoa may immediately terminate this Contract without any liability.

**16. INTELLECTUAL PROPERTY:** Contractor will promptly disclose to Alcoa all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, conceived, made, first reduced to practice, or developed by Contractor arising out of the performance of Services, all referred to in this Contract as "Contract Developments." All Contract Developments, including patents and copyrights, will be the sole and exclusive property of Alcoa in respect to any and all countries, their territories and possessions. Contractor hereby assigns to Alcoa all rights and future rights in such Contract Developments. Alcoa shall have complete and unrestricted right to use all Contract Developments prepared by Contractor and its subcontractors in connection with the performance of Services. All Contract Developments may be used by Alcoa for any purpose without additional compensation to be paid to Contractor. Contractor will perform at the request of Alcoa all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Alcoa to vest in Alcoa the entire right, title, and interest in and to such Contract Developments. To the extent permitted by law, any Contract Development, including software, that generates copyrightable material will fall within the enumerated categories of §101 of the 1976 Copyright Act definition of "work for hire" subsection (2) and thus be considered a "work made for hire." To the extent under applicable law that such work may not be deemed a "work made for hire," Contractor expressly assigns and agrees to assign to Alcoa all right, title and interest in and to Contractor's copyright or copyrightable material for such work. Contractor will execute and deliver to Alcoa such instruments of transfer and take other such action that Alcoa may reasonably request, including, without limitation, such assignments and other documents required to vest in Alcoa the entire right, title and interest in and to any copyright associated with such Contract Developments. Contractor agrees that any Contract Development is the exclusive property of Alcoa and Contractor will not sell, trade, give or intentionally make available any Contract Development to any private or public individual, corporation or other entity and will take all reasonable precautions to prevent the illegal use of such Contract Development. Contractor may not use Alcoa's name and/or logo in any manner, other than as may be identified in this Contract, without first obtaining written permission from Alcoa.

**17. INDEMNIFICATION:** Contractor will indemnify, defend, and hold harmless Alcoa, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Services or the Goods, defective Services or Goods or their manufacture, delivery, use or misuse; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Contractor, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Contractor hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Contractor rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Contractor encompassed by this Indemnification paragraph 17. Among other such laws, Contractor expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act, and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended or revised from time to time.

**18. INSURANCE:** Contractor agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Alcoa, including Alcoa as an additional insured, under policies of Insurance; (iii) to ensure that Alcoa is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Alcoa is exposed and that the limits of Insurance to which Alcoa is entitled as an additional insured are no less

than the amount of total limits of Insurance applicable to Contractor under all of the policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Alcoa's insurance policies, which policies shall be, in all respects, excess to Contractor's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Alcoa's request, to timely provide written certification, reasonably acceptable to Alcoa, certifying the material terms of the policies of Insurance.

**19. 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, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The parties agree that there is no agreed source of supply for Contractor to fulfill its obligations under this Contract. The party affected by an event under this paragraph shall furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Contractor is unable to perform for any reason, Alcoa may obtain the Services and purchase the Goods from other sources and reduce its obligations owing to Contractor accordingly without liability to Contractor. 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.

**20. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS:** Contractor warrants: (1) that any chemical substance or mixture delivered to Alcoa pursuant to this Contract is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (2) that chemical substances or mixtures 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, Contractor will provide Alcoa with an adequate supply of such warning labels, instructions, and notices for use in Alcoa's facilities; (3) that Contractor will supply with, or before, delivery, and at any other time upon Alcoa's request, all information known to Contractor 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 (4) that Contractor will ascertain and furnish all information about Goods required by Alcoa 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 Alcoa upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Contractor agrees that it will, upon Alcoa's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Alcoa pursuant to this Contract. Unless approved in writing by Alcoa's location manager prior to shipment, Contractor will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less.

**21. SUPPLIER STANDARDS:** Contractor acknowledges that it has access to, has read and understands Alcoa's standards of conduct as set forth in Alcoa Supplier Standards (the "Guide") as published at [http://www.alcoa.com/global/en/who-we-are/ethics-compliance/pdf/Supplier\\_Standards.pdf](http://www.alcoa.com/global/en/who-we-are/ethics-compliance/pdf/Supplier_Standards.pdf)

**22. CONFLICT MINERALS:** All Goods supplied by Contractor to Alcoa that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Contractor, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Contractor agrees to: cooperate with Alcoa in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule.

**23. DATA PRIVACY:** Contractor warrants and undertakes that Contractor's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Alcoa (and/or Alcoa's employees, customers or suppliers) comply with applicable laws of all states and countries regarding personal data, including but not limited to the U.S. Department of Commerce Privacy Shield Principles ("Principles"), the Australian Privacy Principles as prescribed by the Privacy Act 1988 ("APPs") and/or the European Data Protection Directive (95/46/EC) ("Directive") (as amended and collectively, "Privacy Laws") and that Contractor shall use best efforts to comply at all times with such Privacy Laws. If applicable, Contractor agrees to execute a data processing agreement with Alcoa to ensure ongoing privacy protection for individuals. If Contractor fails to comply with any of the Privacy Laws, Alcoa will have the option to terminate this Contract immediately without further liability. Contractor shall act solely on the instructions of Alcoa regarding all personal data (unless prohibited by the Privacy Laws). Contractor will notify Alcoa immediately in writing of any: (i) actual or suspected breach of this paragraph; or (ii) any complaint or request by any individual concerning personal data or relating to Alcoa's obligations under any of the Privacy Laws. Contractor will provide full cooperation and assistance to Alcoa regarding any such complaint or request. Contractor will, upon completion of Services, destroy or return all personal data to Alcoa with all other media or document where any personal data is maintained. Contractor warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Contractor violates any obligations in this paragraph, the applicable data processing agreement or the Privacy Laws in any manner, Contractor will take all necessary measures required by the local laws applicable to the individuals affected by the unauthorized disclosure. Contractor will conduct audits to ensure compliance with its obligations under this paragraph and will permit Alcoa (or its designee), upon reasonable notice, access to Contractor's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Contractor's compliance with this Contract. By submitting business contact and personal information about Contractor and/or its employees to Alcoa, Contractor consents to the collection, processing, storage, use and transfer of that information to/by Alcoa and all its controlled entities, affiliates and subsidiaries and their authorized third-party contractors or agents for the purpose of: facilitating Contractor's business relationship with Alcoa, enhancing Alcoa's ability to contact Contractor and its employees, and enabling Alcoa to process and track Contractor's transactions with Alcoa through various internal systems and external third parties ("Purpose"). Alcoa shall use the information supplied solely for the Purpose and shall store the data for as long as is necessary to be able to complete the Purpose.

**24. IMPORT/EXPORT COMPLIANCE:** Contractor warrants that 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.). Alcoa will not be a party to the importation of the Goods or Services, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Contractor will neither cause nor permit Alcoa's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Goods or Services, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Alcoa unless otherwise prohibited by applicable law. Contractor will provide Alcoa with all information and records relating to the Goods or Services necessary for Alcoa 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. Contractor will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Goods or 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.

**25. DUTY DRAWBACK:** Contractor will cooperate with Alcoa in seeking any duty drawback available to Alcoa in connection with export by Alcoa of any Goods or Services imported by Contractor and provided to Alcoa under this Contract, or incorporating, or manufactured by Alcoa from, such Goods or Services. Without limitation, Contractor will (i) provide all information with respect to such imported Goods or Services necessary to complete any such drawback claims to be filed by Alcoa, including U.S. Customs Service entry numbers, dates of entry, quantities and description of goods or services, customs values, and rates and amounts of customs duties paid by Contractor, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Alcoa's drawback claims.

**26. INDEPENDENT CONTRACTOR/SUBCONTRACTS:** Contractor is and will remain an independent contractor of Alcoa. No employee, agent, or representative of Contractor or its subcontractors will be deemed to be an employee of Alcoa. Contractor must obtain Alcoa's written permission before

subcontracting any portion of this Contract. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Contractor from its obligations to Alcoa, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind Alcoa.

**27. ELECTRONIC COMMERCE:** Contractor acknowledges that Alcoa 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 Goods and 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. Contractor acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Alcoa 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 Alcoa, 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 digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document.

**28. BACKGROUND CHECKS:** Contractor, at its own expense, will have background checks performed on each employee that it plans to assign to work on Alcoa's premises. Contractor 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. Contractor will provide Alcoa with documentation of such compliance upon request.

**29. CHANGES:** This Contract may not be modified except by a writing signed by the parties. The Contractor's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Alcoa. Contractor agrees it shall have no right to seek additional sums based on quantum meruit, promissory estoppel, or any other theory of law, regardless of the work it performs related to this Contract.

**30. TERMINATION AND CANCELLATION:** Alcoa may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Contractor. After receiving written notice of termination, Contractor will (i) immediately cease performing Services or taking other actions under this Contract and (ii) immediately take all action to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Contractor's breach or failure of Contractor to provide adequate assurance of performance, Alcoa will pay Contractor, on a *pro rata* basis, for Services performed as of the date of termination. Alcoa shall have the right to cancel this Contract if, in its judgment, Contractor has breached any of its terms, or if, in Alcoa's judgment, the credit or ability of Contractor to perform this Contract becomes impaired. In that case, Alcoa shall have the right to all remedies available to it under the law.

**31. MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Services. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties. Regardless of the work performed by Contractor, the Contractor's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Alcoa.

**32. ANTI-WAIVER:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

**33. SURVIVAL:** Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

**34. ASSIGNMENT:** Neither this Contract, nor Contractor's rights and obligations hereunder, are assignable by Contractor without the prior written consent of Alcoa. No such consent or assignment will release Contractor or alter Contractor's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Alcoa will be null and void.

**35. NO VIOLATION OF LAW:** Contractor agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Unless this Contract is otherwise exempted by law, Contractor will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. Contractor warrants that the Goods and Services delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act. Contractor further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the pertinent governmental administrations. Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**36. CHOICE OF LAW AND CHOICE OF FORUM:** Any and all claims or matters of dispute between the parties to this Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, shall be resolved, governed by, construed, and enforced in accordance with the laws of the State of Delaware, regardless of the legal theory upon which such matters are asserted, including Delaware's statutes of limitations but not including its choice of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph shall be resolved in a court of competent jurisdiction in Wilmington, Delaware which courts shall have exclusive jurisdiction of all such disputes. Contractor waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.