

## STANDARD TERMS AND CONDITIONS PURCHASE OF GOODS (Rev 08/19)

**1. CONTRACT:** These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them, constitute the terms of an offer by Alcoa. The term "Alcoa" includes Alcoa USA Corp. or any of its affiliates or subsidiaries which execute a Contract. This offer expressly limits acceptance to the terms of the offer, and Alcoa hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. In addition to the other terms of this offer, this offer expressly includes all implied warranties (including but not limited to those set forth in 13 Pa.C.S. §§ 2312, 2314 and 2315) and all of the buyer's remedies (including but not limited to those set forth in 13 Pa.C.S. §§ 2711 through 2717) set forth in the Uniform Commercial Code or that are otherwise applicable. If these Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them, are construed as an acceptance, this acceptance is expressly conditioned on Seller's assent to any different or additional terms, express or implied, in these Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them. These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them, collectively will be referred to in this document as "Contract," and they are the sole and exclusive terms on which Alcoa agrees to be bound. 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 Goods covered under this Contract, by Seller. Except as otherwise expressly set forth in this Contract, Alcoa will have no obligation to purchase any specific quantity of Goods from Seller and Alcoa will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers.

**2. WARRANTIES:** The seller who is to supply the goods, materials and attendant services ("Goods") pursuant to the terms of this Contract ("Seller") warrants that, from the date of tender of delivery of the Goods and for a period of four years thereafter, all Goods: (i) will be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Alcoa); (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (iii) will be fit for the particular purpose(s) for which the Goods are required, and Seller acknowledges that Alcoa is relying on the seller's skill or judgment to furnish suitable Goods; (iv) will be composed of all new components; (v) will be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (vi) will 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. Seller warrants that all services provided in connection with this Contract will be performed in a professional and competent manner and in accordance with the highest standards of the industry.

**3. PRICE:** Seller 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, including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. If during the term of this Contract, Seller sells goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Seller will immediately extend such lower prices to Alcoa. If Alcoa provides satisfactory evidence that it can purchase goods of like quality and similar or greater quantity as the Goods at a lower price, and if Seller elects not to meet such lower price, then all quantities of such Goods actually purchased by Alcoa at a lower price will be deducted from the remaining quantity obligation for such Goods required hereunder.

**4. SHIPMENT:** Seller'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. All Goods will be delivered in strict conformity with the dates listed on Alcoa's Purchase Order. Time for delivery is of the essence.

**5. REJECTION AND REVOCATION OF ACCEPTANCE:** Alcoa has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods, nor the failure to do so, before delivery to Alcoa constitute acceptance of any Goods, or relieve Seller from exclusive responsibility for furnishing Goods in strict conformance with Alcoa's specifications. If, in Alcoa's judgment, the Goods or the tender of delivery 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. Seller agrees that any notification of nonconformity by Alcoa, in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. In an appropriate case, Alcoa may revoke its acceptance of Goods. Seller agrees that Alcoa's acceptance of the Goods is reasonably induced by the Seller's assurances of the Goods' quality and conformity to the terms of the Contract.

**6. TERMS OF PAYMENT:** Seller will promptly submit to Alcoa correct and complete invoices, supporting documentation, and other information reasonably required by Alcoa in connection with the delivery of the Goods. Alcoa may withhold payment until such documents are received and verified. All invoices for 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. 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 will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Goods 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 Seller has obtained and delivered to Alcoa a complete release and discharge of all liens arising out of the production or delivery of Goods 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, Seller will provide Electronic Funds Transfer (EFT) instructions to Alcoa and Alcoa will make such payments to Seller 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 Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Alcoa.

**7. 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 Seller's obligations under this Contract. Such records will be kept by Seller 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 the Goods at any reasonable time and place prior to delivery. Seller agrees to provide reasonable assistance for such audits, inspections, and tests.

**8. TAXES:** Seller 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 Seller for the privilege of doing business in a jurisdiction. If Seller 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, Seller will provide to Alcoa invoices which separately state and clearly indicate the amount of tax and Alcoa will remit any such tax to Seller. Seller 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 Seller must collect sales and use tax from Alcoa, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Products were provided. If applicable, in lieu of payment for any sales and use tax, Seller 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 Seller 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 Seller, or the price or compensation under this Contract, or upon the Product provided hereunder, will be the responsibility and liability of Seller.

**9. CONFIDENTIALITY:** During the term of this Contract and for five years after its cancellation, termination or expiration, Seller will 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 Seller 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 Seller possesses that predates this Contract. The foregoing provisions of this paragraph will not apply to any information that is: (a) rightfully known to Seller prior to disclosure by Alcoa; or (b) rightfully obtained by Seller from any third party; or (c) made available by Alcoa to the public without restrictions; or (d) disclosed by Seller with prior written permission of Alcoa; or (e) independently developed or

learned by Seller 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. Seller 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.

**10. LIMITATION ON USE OF PAYMENT:** Seller will not offer or use, directly or indirectly, any money, property or anything of value received by Seller 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 this Contract or any supplement or amendment hereto. Payments will not be made or transactions entered into in connection with this Contract that are illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Seller breaches the terms of this provision, Alcoa may immediately terminate this Contract without any liability.

**11. INTELLECTUAL PROPERTY:** If Seller makes modifications to the specifications or any process related to the Goods specifically for Alcoa at Alcoa's request ("Custom Work"), Alcoa owns the Custom Work. Seller hereby assigns to Alcoa all rights, title and interest in the Custom Work and represents and warrants that: (a) the Custom Work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Alcoa. If Seller furnishes a pre-existing design for the Goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Alcoa 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. Seller 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.

**12. INDEMNIFICATION:** Seller 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 Goods, liens on Goods, defects in the Goods or the manufacture, delivery, use or misuse of the Goods; (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 Seller, 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. Seller hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Seller 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 Seller encompassed by this Indemnification paragraph 12. Among other such laws, Seller 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.

**13. INSURANCE:** Seller 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 Seller 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 will be, in all respects, excess to Seller'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.

**14. 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 Seller to fulfill its obligations under this Contract. The party affected by an event under this paragraph will 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 Seller is unable to perform for any reason, Alcoa may purchase the Goods 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.

**15. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS:** Seller 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, Seller will provide Alcoa with an adequate supply of such warning labels, instructions, and notices for use in Alcoa's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Alcoa'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 (4) that Seller 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. Seller 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, Seller 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.

**16. SUPPLIER STANDARDS:** Seller 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).

**17. CONFLICT MINERALS:** All Goods supplied by Seller 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 Seller, 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. Seller 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.

**18. DATA PRIVACY:** Seller warrants that Seller's processes, services and treatment of all personal data it receives, accesses and/or processes 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 Privacy Shield Principles ("Principles"), the Australian Privacy Principles as prescribed by the Privacy Act 1988 ("APPs") and/or the General Data Protection Regulation (EU) 2016/79 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") (as amended and collectively, "Privacy Laws") and that it will use best efforts to continuously comply with such Privacy Laws. If applicable, Seller agrees to execute a data processing agreement with Alcoa to ensure ongoing privacy protection for individuals. If Seller fails to comply with any of the Privacy Laws, Alcoa will have the option to terminate this Contract immediately without further liability. Seller shall act solely on the instructions of Alcoa regarding all personal data, unless prohibited by the Privacy Laws. Seller will inform Alcoa immediately in writing of any: (i) actual or suspected

breach of this paragraph or (ii) any complaint or request by an individual concerning personal data or relating to Alcoa's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Alcoa regarding any such complaint or request. Seller will, upon completion of supplying Goods, destroy or return the personal data to Alcoa with all other media or documents where any personal data is maintained. Seller warrants and undertakes that it will ensure that its employees, agents and sub-contractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Seller violates any obligations in this paragraph, the applicable data processing agreement or the Privacy Laws in any manner, Seller will take all measures required by the local laws applicable to the individuals affected by the unauthorized disclosure. Seller will conduct audits to ensure compliance with its obligations under this paragraph and will permit Alcoa (or its designee), upon reasonable notice, access to Seller's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Seller's compliance with this Contract. By submitting business contact and personal information about Seller and/or its employees to Alcoa, Seller consents to the collection, processing, storage, use and transfer of the information to/by Alcoa and its controlled entities, affiliates and subsidiaries and their authorized third-party contractors or agents for the purpose of: facilitating Seller's business relationship with Alcoa, enhancing Alcoa's ability to contact Seller and its employees, and enabling Alcoa to process and track Seller's transactions with it through various internal systems and external third parties ("Purpose"). Alcoa will use the information supplied solely for the Purpose and will store the data for as long as necessary to be able to complete the Purpose.

**19. IMPORT/EXPORT COMPLIANCE:** Seller 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, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Seller 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, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Alcoa unless otherwise prohibited by applicable law. Seller will provide Alcoa with all information and records relating to the Goods 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. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Goods, 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.

**20. DUTY DRAWBACK:** Seller will cooperate with Alcoa in seeking any duty drawback available to Alcoa in connection with export by Alcoa of any Goods imported by Seller and provided to Alcoa under this Contract, or incorporating, or manufactured by Alcoa from, such Goods. Without limitation, Seller will (i) provide all information with respect to such imported Goods 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, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Alcoa's drawback claims.

**21. INDEPENDENT CONTRACTOR/SUBCONTRACTS:** Seller is and will remain an independent contractor of Alcoa. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Alcoa. Seller 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 Seller from its obligations to Alcoa, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Alcoa.

**22. SAFETY:** Seller will provide all safeguards, and take all precautions, in connection with the production and delivery of the Goods sold to prevent the occurrence of any accident, injury, death, loss, or damage to persons or property and Seller will be solely responsible for any such occurrences. Seller warrants that all Goods 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. Seller agrees to immediately notify Alcoa of any actual or possible safety problems with the Goods delivered hereunder.

**23. ELECTRONIC COMMERCE:** Seller acknowledges that Alcoa currently uses an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Goods hereunder. Alcoa's designated third party provider of "business to business" services is Ariba. There is a nominal fee structure to be negotiated by the Seller with Ariba to utilize the "business to business" service. 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. Seller 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.

**24. CHANGES:** Alcoa may, at any time, make written 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 the cost of, or time required for, the performance of Seller's 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. TERMINATION AND CANCELLATION:** Alcoa 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 Goods indicated in the notice of termination and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Alcoa will pay Seller, on a *pro rata* basis, for Goods delivered as of the date of termination. Alcoa will have the right to cancel this Contract if, in its judgment, Seller has breached any of its terms, or if, in Alcoa's judgment, the credit or ability of Seller to perform this Contract becomes impaired. In that case, Alcoa will have the right to all remedies available to it under the law.

**26. MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Goods. 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.

**27. ANTI-WAIVER:** No term or provision of this Contract will 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 will constitute a waiver of any other right, whether of a similar nature or otherwise.

**28. 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.

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

**30. NO VIOLATION OF LAW:** Seller 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, Seller 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. Seller warrants that the Goods delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act. Seller 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.

**31. CHOICE OF LAW AND CHOICE OF FORUM:** Any and all claims or matters of dispute between the parties to this Contract 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, will 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 will be resolved in a court of competent jurisdiction in Wilmington, Delaware which courts will have exclusive jurisdiction of all such disputes. Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.