

ALCOA GENERAL TERMS OF SALES

1 Application:

The below General Conditions of Sale shall apply to all sales of Products from Alcoa unless otherwise agreed in writing. Buyer's General Purchase Conditions shall not apply even if they are included in a Purchase Order.

2 Take or pay:

Unless otherwise expressly agreed by the parties, the Products are sold on a take or pay basis. Any material not called-off by the Buyer during the Time of Delivery shall be deemed to be purchased by the Buyer and either delivered to him or put at his disposal in Seller's premises on the date of the end of such period.

3 Weight:

Sellers weights to govern

4 Tolling:

The delivered scrap must comply with the Technical and Safety Requirements for Scrap issues by Alcoa. Seller will deliver the equivalent weight to the received scrap in form of Product to the agreed place.

5 Payment:

Seller shall issue invoices either upon shipment, provided that the Buyer has supplied the Seller with the corresponding purchase order to permit the Seller to comply with the agreed Incoterm, or in absence of that, at the time the Seller will provide written notice to the Buyer that the material is available at Sellers premises to be shipped to the Buyer. Buyer shall pay Seller against all such invoices in full and free of any charges to the Seller, without discount, counterclaim, withholding, set-off or other deduction. The funds must be available on Sellers account latest its due date.

If the due date falls on the weekend:

a. If it falls on Saturday, Buyer will arrange payment with value date on the Friday before due date.

b. If it falls on Sunday, Seller will accept value date on the immediate Monday after due date. Seller shall be entitled to claim interest for late payments at the applicable interest rate in the terms of the applicable regulations for commercial transactions or alternatively as per Directive 2011/7/EU which stipulates this rate to be the European Central Bank base reference rate plus 8 per cent p.a. Should Buyer exceed or otherwise commit a breach of such terms, Seller may thenceforth require Buyer to pay in cash against delivery for all subsequent deliveries until such time as Seller and Buyer are able mutually to agree on re-establishment of suitable payment terms. The payment terms contained herein are being offered to Buyer considering Buyers current financial situation as disclosed by Buyer to Seller. Buyer agrees as an essential obligation under the Agreement- to provide Seller with its financial information on a quarterly basis. In addition, Seller may request Buyers financial information at its discretion. Buyer expressly accepts that a breach of this obligation as well as of any of its payment obligations or should the above mentioned financials show a material worsening of Buyer's financial situation compared to the previous one, or should reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may adjust its payment terms, its Credit Limit, if such has been defined, and/or terminate this Agreement, unless the Buyer provides adequate warranties. Seller shall in any case give adequate prior notice for Buyer to provide sufficient guarantees to prevent the implementation of such measures.

6 Termination:

1.- The Parties may, in accordance with the applicable legislation, by giving written notice to the other, terminate this contract, with immediate effect (without any liability whatsoever) or request that the parties renegotiate this contract if:

(a) this other Party files a bankruptcy or insolvency procedure without giving at least a 15-day written prior notice to the notifying Party or knowing a bankruptcy or insolvency procedure against him is being filed by a third party does not give written notice to the notifying Party within three days maximum of this circumstance.

(b) this other Party is in liquidation or windup situation.

(c) There is a change of control of this other Party, i.e. a controlling interest in this other Party is acquired by an unaffiliated entity of this other Party.

2.- Either party may also terminate the contract if the other party breaches its contractual obligations and the infringing party does not adequately comply with those obligations, to the affected party's satisfaction, within fifteen days from the notification of the breach. Reiteration of breach, even if corrected in the aforementioned term, shall permit the affected party to immediately terminate the agreement without any recourse.

In the event of termination under subsections 1 and 2 (if Buyer is in Breach) of this Termination clause, reasonable termination charges computed by Seller shall be assessed in connection with such termination (which may include but shall not be limited to any change in the LME price or the currency exchange Euro/USD between the date on which any committed tonnage was forward fixed priced and the effective market price for such commitments on the date of termination).

7 Force Majeure:

It is agreed between the parties that certain events out of the control of the parties, may take place including, but not limited to, weather conditions, labour disputes, strike, lockout, accident, fire, Acts of God, or the Sovereigns enemies, epidemics, blockade, civil commotion, riots, crime, or any other unforeseeable event or if foreseeable, unavoidable (whether of a similar or dissimilar nature), rendering either of the parties unable to comply with the terms of this agreement. Parties agree that the obligation to pay money may not be affected by force majeure. Should such an event take place, both parties shall be excused and relieved from performance or compliance during the continuance of the inability so caused as long as the affected party has given immediate written notice to the other party of such circumstances. If the force majeure situation were to continue for a period of more than 30 days either party, prior written notice may terminate the contract.

8 Liabilities:

Seller warrants that at the time of delivery the Products shall comply with quality specifications as defined herein. The Buyer shall have a right to reject any Products that do not conform as aforesaid. Seller's liability for confirmed defective Products is restricted to the free replacement of such Products (to include the price of the Product and all delivery and packing costs associated with such replacement). Seller's liability shall in any case be capped at the value of the Items sold under the relevant Purchase Order. Neither Party, its affiliates nor their respective employees, officers, directors or members shall be liable to the other Party, its affiliates, or their respective employees, officers, directors or members, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, for any consequential, indirect, punitive, incidental, exemplary or special loss or damage whatsoever, including without limitation, loss of use, loss of productive resources, loss of opportunity or anticipated profits, damages to good will or reputation or punitive or speculative damages, with the exception of any damages claimed by the Seller resulting from the above "Termination" clause. Fitness for merchantability or purpose is hereby expressly excluded.

9 Hedging:

Fixed forward pricing is offered by the Seller to the Buyer on the basis of the official LME cash settlement price for High Grade Aluminium for the quantity and period plus contango / backwardation adjustment plus the premium. The Euro/Dollar exchange rate will also be fixed and hedged at this time for the same material. Fixed Forward Price agreements are entered on basis of "must take, must pay". The Fixed Forward pricing may be offered subject to the Collateral Security Agreement entered into by and between Buyer and Seller.

10 Cross default:

A default by a party of its obligations under this Supply Contract shall be deemed a default under the Collateral Security Agreement. In addition, a default by a party of its obligations under the Collateral Security Agreement shall be deemed a default under this Supply Contract.

11 Packaging and Packaging Waste:

Subject to the EC Packaging and Packaging Waste Directive 94/62/EC and the corresponding Member State regulations, the Buyer is in charge, as final possessor of the product, of adequately handling the industrial packaging waste generated as a result of this agreement.

12 Retention of Title:

As additional guarantee to the fulfilment of Buyers obligations, the Products shall remain the property of Seller until any and all claims of Seller arising from its business relationship with Buyer have been paid in full. Specifically, notwithstanding any other rights, should Seller request surrender of the Products subject to this Retention of Title clause, in the terms of applicable laws, Buyer shall grant Seller immediate access to them. In no case Buyer shall claim application of the retention of title clause to desist from the sale.

13 Assignment:

Seller has the right to assign any specific order or the entire Agreement to any company within the Alcoa group upon written notification thereof to Buyer. Seller may also assign its right to receive payment under this Agreement without consent of Buyer.

14 Law and Jurisdiction:

If customer domiciled in the European Economic Area (EEA) or Switzerland: This Agreement shall be governed by and construed in accordance with the laws of the country where the Buyer is domiciled, and the Parties hereby submit to the exclusive jurisdiction of the Court of Justice of Buyer's legal address without recourse to arbitration.

If customer is domiciled outside the EEA or Switzerland: This Agreement shall be governed by and construed in accordance with the laws of the country where the Seller is domiciled, and the Parties hereby submit to the exclusive jurisdiction of the Court of Justice of Seller's legal address without recourse to arbitration.

15 Compliance with laws:

Each Party shall comply with all laws, orders, rules and regulations applicable to the performance of its obligations under this Agreement, including but not limited to those against corruption, money-laundering, the payment of bribes and/or tax evasion.

16 End Use Statement:

Buyer covenants that the material purchased from the Seller under this contract will only be used in accordance with the laws applicable to this contract. Buyer further covenants that the material, in whole or in part, in original or after processing, will not be exported or transferred by the Buyer to any country prohibited by the laws governing this contract.

17 Data Privacy Compliance with GDPR:

Both parties acknowledge and agree, in respect of the processing of the personal data received from the other party when signing a contract as well as other data generated throughout the contractual relationship itself, to be compliant with the requirements set forth in the GDPR in addition to any complementary national implementation legislation passed or to be passed by any country part of the European Economic Area that may be applicable. The parties in their respective conditions of data controllers undertake to process the personal data received from the other party exclusively for the proper management of the contractual relationship. The personal data received by each party will be kept during the execution of the contract and, in any case, at most during the legally required period. Each party shall be responsible for providing the data subjects with the information required pursuant to articles 13 and 14 of the GDPR, prior to carrying out any disclosure and/or assignment of the personal data to the other party as well as for obtaining any such valid consents that may be necessary in order to enable a lawful processing by the receiving party. Each party will be responsible for the implementation of the adequate measures to ensure that the personal data received from the other party is managed in accordance with the GDPR and shall also ensure that any disclosures and/or assignments of personal data to third parties are permissible and fully compliant with the existing legal requirements. Each party undertakes to assume direct responsibility and to hold the other party harmless of any responsibilities, including administrative sanctions that may be incurred as a result of a breach by the non-fulfilling party of its obligations under this Clause as well as any losses or damages that may result from any judicial or extrajudicial procedures filed against the fulfilling party, including, but not limited to, attorney's fees, legal costs and any other professional fees.