1 Application: The below General Conditions of Sale shall apply to all sales of Products form 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: Seller’s weights to govern

4 Tailing: 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 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.

6 Delivery: 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 pay to that company.

7 Force Majeure: The Parties hereby submit to the exclusive jurisdiction of the Court of Justice of Seller’s legal address without recourse to arbitration.

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 advertised. 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 therewith). Seller is not liable for any incidental or consequential damages whatever (including but not limited to loss of use, loss of productive resources, loss of opportunity or anticipated profits, damages to good will or reputation, punitive or exemplary 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 reference London metal 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 reason. Fixed Forward Price agreements are entered on basis of “must take, must pay”. The Fixed Forward price may be offered subject to the Collateral Security Agreement entered into 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 fulfillment 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 the Purchasing party is 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.

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 Export/State/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 EU. Each party undertakes that the personal data received from the other party is only used 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. All parties are 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 from 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 of 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.