

We acknowledge receipt of and thank you for your order or order modification dated [ - - ], which has been numbered and transcribed as shown here. We would appreciate your notifying us immediately if there are any errors in the foregoing transcript. The terms and conditions stated on this Sales Order Acknowledgement ("Acknowledgement") shall constitute the sole terms and conditions of this order and supersedes any and all prior negotiations, commitments and writings of the parties with respect thereto. The Acknowledgement shall be effective upon Arconic and Buyer's signature. If the Buyer does not sign the Acknowledgement, the Buyer shall be deemed to accept the Acknowledgement by its performance of all or any part of its payment obligation or its acceptance of all or any part of the Goods.

1. Definitions. "Arconic" means the Arconic entity shown on the face of this Acknowledgement. "Buyer" means the individual, corporation or other legal entity that has submitted an Order to Arconic. "Order" means Buyer's expressed desire, whether oral or written, to purchase Goods from Arconic. "Goods" means all of the products, materials and related services that Buyer desires to purchase from Arconic. The sale of the Goods that are the subject of this Order will be governed by the terms of this Sales Order Acknowledgment ("Acknowledgment"). "Change of Control Event" means the event undergone by a Party which is significant enough to affect the Party's ability to perform this Acknowledgement, and which includes without limitation out-contracted management, enterprise transformation in line with stock system, joint operation, merger, joint venture, division, decrease of registered capital, change in shareholding structure, transfer of major asset, dissolution, and liquidation. "PRC" means the People's Republic of China.

2. Acceptance. All Orders are subject to acceptance by Arconic. Arconic objects to any terms or conditions which differ from, or are additional to, those stated on this Acknowledgement. After acceptance of an Order by Arconic, the Order and this Acknowledgement may only be modified in writing signed by Arconic or a duly authorized representative thereof.

3. Price. Unless specified otherwise in a writing signed by Arconic, the prices and charges stated in the Acknowledgment will not be adjusted. The prices and charges stated in this Acknowledgment do not include any sale or other similar taxes that Arconic is required to pay under applicable laws and regulations in respect of the Goods, excluding taxes based on Arconic's income.

4. Payment. Whenever reasonable grounds (including Change of Control Event) for insecurity arise with respect to due payment by Buyer, Arconic may demand different terms of payment and assurance of Buyer's due payment. Any such demand may be oral or written and Arconic may, upon the mailing of such demand, stop production and suspend shipments under this Acknowledgment. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Arconic may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or Arconic may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. Arconic reserves the right to claim interest and storage fee in the event of a payment failure by the due date.

5. Destination Statement: Buyer shall ensure its compliance with the relevant laws and regulations on exportation/importation of Goods of the PRC and the United States of America. Buyer hereby warrants to Arconic that: (a) Goods purchased are for civil /commercial purposes only; and (2) no such Goods will be resold, re-exported, diverted or transferred to any military, munitions or defense end-use or application, or be used for any purpose related to chemical, biological or nuclear weapons or missiles capable of delivering such weapons.

6. Delays. Unless a shipping date is specified as firm in the Acknowledgment or in a writing signed by Arconic, Arconic will use commercially reasonable efforts to fill this Order in accordance with the estimated shipping date. ARCONIC WILL NOT BE RESPONSIBLE FOR ANY DELAYS IN FILLING THIS ORDER NOR BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH DELAYS, AND THIS ORDER WILL NOT BE SUBJECT TO CANCELLATION FOR SUCH DELAYS.

7. Quality Term. Inspection, acceptance or rightful rejection of the Goods must be made within ten (10) days after Delivery. Buyer must notify in writing to Arconic within such ten (10) days of any packaging problem or corrosion of the Goods. For other surface or properties quality problems, Buyer shall make the claim in writing to Arconic within one (1) months after Delivery; and for internal structure quality problems, Buyer shall do so within three (3) months after Delivery. In case of any claims, Buyer shall hold Goods concerned with reasonable care pending Arconic's inspection. PROVIDED BUYER DOES NOT RAISE QUALITY CLAIM WITHIN THE AFORESAID TIME LIMITS, THE QUALITY OF GOODS SHALL BE DEEMED SATISFACTORY TO BUYER.

8. Warranty. Arconic warrants to Buyer that the Goods will, at the time of shipment, substantially conform to the description in the Acknowledgment, that it will convey good title to the Goods; that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer, and that for a period of three (3) months from the date of shipment, such Goods will be free from defects in material and workmanship. ARCONIC MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. ARCONIC MAKES NO WARRANTY EXPRESSED OR IMPLIED REGARDING THE GOODS EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

9. Shipments; Shipping Weights.

(a) Unless set forth to the contrary in the Acknowledgment, Arconic may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments under this Acknowledgment.

(b) Absent manifest error, Arconic's shipping weights will govern for each shipment or partial shipment under this Acknowledgment. Should Buyer dispute the shipping weight of any shipment or partial shipment under this Acknowledgment, Buyer will promptly notify Arconic in writing of the reasons for such dispute and provide to Arconic all necessary documents to substantiate the difference.

(c) A standard quantity tolerance of "+/- ten percent (+/-10%)" shall be applied.

10. Limitation of Liability.

(a) ARCONIC'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY TENDER OF NONCONFORMING GOODS OR BREACH OF WARRANTY, IS EXPRESSLY LIMITED TO ARCONIC'S CHOICE AT ITS DISCRETION OF (i) THE REPAIR OF THE NONCONFORMING GOODS, (ii) THE REPLACEMENT OF THE NONCONFORMING GOODS WITH CONFORMING GOODS AT THE PLACE OF DELIVERY SHOWN IN THIS ACKNOWLEDGEMENT, OR (iii) THE REFUND OF THAT PORTION OF THE PURCHASE PRICE REPRESENTED BY THE NONCONFORMING GOODS. ANY SUCH REPAIR, REPLACEMENT OR REFUND WILL BE MADE ONLY UPON RETURN OF THE NONCONFORMING GOODS, WHICH MAY BE RETURNED AT ARCONIC'S COST ONLY AFTER ARCONIC'S INSPECTION AND BUYER'S RECEIPT FROM ARCONIC OF SHIPPING INSTRUCTIONS.

(b) ARCONIC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES FOR (i) ANY BREACH OF WARRANTY, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; (ii) THE TENDER OF DEFECTIVE OR CONCONFORMING GOODS; OR (iii) BREACH OF ANY OTHER PROVISION OF THIS ACKNOWLEDGEMENT. IN ANY EVENT, ARCONIC'S LIABILITY TO BUYER WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.

11. Patents.

(a) Arconic agrees to indemnify Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent covering (i) standard commercial compositions offered for sale generally by Arconic at the time of acceptance by it of this Order, or (ii) standard commercial forms, shapes or constructions offered for sale generally by Arconic at the time of acceptance by it of this Order, to the extent that such compositions, forms, shapes or constructions are supplied under this Acknowledgment.

(b) Buyer agrees for the Goods delivered under this Acknowledgment to indemnify Arconic against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent to the extent that the infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer and different from the matters embraced by section 11(a) above.

(c) The parties agree to provide information and reasonable assistance to each other upon request to the extent such information and assistance are required by such party to defend against any infringement claim arising under this section. Neither party will be entitled to indemnification under this section as to any claim of infringement concerning which it does not give the other party prompt notice in writing upon learning any such claim of infringement and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement.

(d) The sale of Goods covered by this Acknowledgment will not grant to Buyer any right or license of any kind under any patent owned or controlled by Arconic, or under which Arconic is licensed, but the foregoing will not be understood to limit in any way the right of the Buyer to use and sell such Goods, in the event that such Goods as sold under this Acknowledgment are covered by any such patent.

12. Indemnity. Buyer will release, hold harmless, indemnify and defend Arconic from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and costs caused by, arising out of or relating to the design of Goods supplied under this Acknowledgment or the design of the packages or containers in which they are shipped if such Goods, packages or containers are made in compliance with Buyer's design or specification.

13. Termination and Force Majeure.

(a) Unless otherwise provided under this Acknowledgement, Buyer may not terminate this Order or this Acknowledgment without the written consent of Arconic. If Arconic consents to such termination, reasonable termination charges, computed by Arconic, will be assessed in connection with such termination. For the avoidance of doubt, Arconic's termination charges include, but are not limited to, applicable price for the Goods of which Arconic has completed manufacture prior to the termination effective date, work in process, materials purchased and applicable labor costs.

(b) In the event of a default by either party, the party which is not in default will have the right to immediately terminate this Acknowledgement by giving written notice of termination to the defaulting party. A "Default" will mean any failure by a party to make payment or to perform any obligation pursuant to this Acknowledgement for any reason other than an event of "Force Majeure" (as defined herein), when the defaulting party has failed to remedy or diligently commence to remedy such failure to perform within 30 days after receiving written notice thereof from the other party.

(c) Neither Buyer nor Arconic will be in default of its obligations hereunder (other than the obligation to pay money when due) if its failure to perform the obligation is caused by accidents; differences with workmen; shortages of labor, materials, fuel or power; fires, floods, or other acts of God; priorities required, requested or granted for the benefit of the national or any local government; restrictions imposed by national or local legislation or regulations thereunder; or any cause, whether similar or dissimilar to those enumerated above, which is beyond the control of a party ("Force Majeure", including without limitation cease of production/operation by a company due to economic hardship). Neither party will be liable for any delay in performing its obligations hereunder (other than the obligation to pay money when due) if such delay is caused by force majeure, provided that such party promptly and in no case later than the fifth day of the occurrence of the Force Majeure event notifies the other party in writing (with appropriate evidence of the occurrence of the Force Majeure event), and uses all reasonable endeavors to mitigate the impact of the Force Majeure event on its performance of this Acknowledgement.

14. Delivery and Transportation.

(a) All prices defined herein are prices for shipment of Goods under the shipping term as specified on the face of this Acknowledgement in the column of "Incoterms"(the "Shipping Term") according to the most up-to-date INCOTERMS. Delivery of Goods ("Delivery") will be deemed to have been performed and completed, and risks of damage to or loss of Goods shall also be shifted to Buyer, both according to the required Shipping Term. Provided that there's no Shipping Term specified on the face of this Acknowledgement, the Shipping Term under this Acknowledgment is EXW Arconic's plant, and the cost of transportation and risk of loss or damage after Delivery will be borne by Buyer.

(b) Provided that Arconic bears the cost of transportation of Goods to a destination, the method and agency of transportation and the routing will be designated by Arconic. Excess packing, shipping and transportation charges resulting from compliance with respect to the use of any agency or method of transportation or any routing other than that which would be designated by Arconic will be for Buyer's account.

(c) Buyer shall timely reply to Arconic's delivery notice, confirm the delivery date proposed by Arconic, and pick up the Goods at the destination on the confirmed arriving date ("Delivery Date"). In case Buyer fails to confirm with Arconic the delivery date within reasonable time, or fails or rejects to pick up the Goods on the Delivery Date at the destination, Buyer agrees that Arconic may take reasonable measures to protect the Goods. In addition, Buyer agrees to pay Arconic, from the first day after the date proposed by Arconic (in case Buyer fails to confirm the delivery date timely), or from the first day after the Delivery Date (in case Buyer fails to pick up the Goods at the Delivery Date), until the date it actually picks up the Goods, management fees at the rate of 0.2% per day of the total value of the Goods, and compensate Arconic all other expenses and losses caused by Buyer's delay in picking up the Goods. Such expense and losses include without limitation drawing fees, warehousing fees, uploading/downloading fees, freight, relevant expenses for auction or resale, metal price losses of the Goods caused by metal price fluctuation, and losses in Arconic's relevant metal futures contract due to Buyer's breach hereof.

(d) Only after Buyer has fully compensated Arconic for all the expenses and losses provided in paragraph (c) above, it may request that Arconic ship/release the relevant Goods again. And unless it's otherwise agreed by Buyer and Arconic, if Buyer has not picked up the Goods or fully compensated Arconic for the expenses and losses in paragraph (c) above within thirty (30) days from the Delivery Date, Arconic shall be entitled to revoke partially or wholly this Acknowledgement, call back the title of relevant Goods, without refunding any payment that Buyer already paid.

15. Title and Risk Transfer. Title and risks of Goods transfer to Buyer upon completion of Delivery.

16. Confidentiality. Buyer may not disclose any proprietary or non-public information or data which is owned or controlled by Arconic and is disclosed by Arconic to Buyer or its representatives orally or in writing or learned by Buyer or its representatives pursuant to this Acknowledgement (“Confidential Information”) except to its partners, attorneys, accountants, lenders, consultants and agents as necessary. The Confidential Information shall include the existence of the Acknowledgement. Buyer shall afford Arconic’s Confidential Information with the same protections of confidentiality, non-disclosure and limited use as Buyer affords its own confidential information. If Buyer is required by law to disclose any Confidential Information, Buyer will provide prompt written notice to Arconic so that Arconic may seek legal protection for the Confidential Information. Buyer will cooperate with Arconic and will use its best efforts to assist in obtaining such protection. If Arconic is unable to obtain such protection, Buyers may disclose the Confidential Information, but only to the extent required by law.

17. Buyer Part, Specification Number or Drawing Number. Any such number appearing in the Acknowledgment which is followed by the notation, "IDENT", means that the Goods referenced will be produced by Arconic in accordance with such Part, Specification or Drawing, as modified only with Buyer's prior approval. Any such number appearing in the Acknowledgment which is not followed by the notation, "IDENT", is for identification purposes only and does not require that the Goods be produced in accordance with such Part, Specification or Drawing.

18. Publicity. At Arconic’s request, Buyer agrees to place an Arconic logo on the Buyer’s product and/or packaging if the Buyer’s product incorporates an Arconic product or material. Any such use of the logo is subject to Arconic's trademark usage guidelines and Arconic’s prior written consent, review and approval. Buyer agrees to permit Arconic to use Buyer’s name and/or mark and identify itself as the supplier of the product in Arconic’s publicity, advertising, marketing or product-related literature (“Publicity”). The form and placement of Buyer’s name and/or mark on Arconic’s Publicity will be subject to Buyer’s prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

19. Governing Law and Dispute Resolution.

(a) This Acknowledgement will be governed by the laws of the People's Republic of China, excluding, however, rules or laws relating to choice or conflicts of law. It is further clarified that, for shipment outside the territory of the People's Republic of China, the United Nations Convention on Contracts for the International Sale of Goods will NOT apply.

(b) Buyer and Arconic hereby agree to make every effort to resolve any dispute or area of disagreement that might arise between them regarding this Acknowledgement and performance hereunder in a fair and expeditious manner. If any dispute cannot be resolved within twenty (20) days, then any dispute arising from or in connection with this Acknowledgement shall be submitted to the headquarter of China International Economic and Trade Arbitration Commission (“CIETAC”) in Beijing for arbitration in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration; all the hearings will be held in Shanghai. The arbitral award is final and binding upon both parties.

20. Miscellaneous.

(a) No provision of this Acknowledgment and no breach of any provision of this Acknowledgment will be deemed waived by reason of any previous waiver or breach of such provision.

(b) The Acknowledgment may be performed, and all rights under this Acknowledgment may be enforced against Buyer, by Arconic or by any subsidiary or affiliate of Arconic.

(c) The Acknowledgment may not be assigned by Buyer without the prior written consent of Arconic.