

STANDARD TERMS AND CONDITIONS FOR PURCHASES

- 1. SCOPE OF WORK AND ACCEPTANCE:** These Standard Terms and Conditions for Purchases, 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 Arconic agrees to be bound. The term "Arconic" includes Arconic Corporation or any of its subsidiaries which execute a Purchase Order. In exchange for the Contractor's compensation listed on the Purchase Order, Contractor agrees to provide the Goods or perform the Services referenced in the Purchase Order. 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 Goods or 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. Any new terms or changes introduced in any purchase order, order acknowledgment, invoice, click-wrap or click through agreement or other document other than a mutually executed written amendment to this Contract which specifically references this Contract are void and of no force or effect. A party's acknowledgement of receipt of such document, performance of services, payment or acceptance of payment will not constitute agreement to any terms other than those set forth in this Contract.
- 2. SERVICES:** Contractor agrees to perform the work and/or services ("Services") and deliver the Goods in accordance with this Contract and as provided for in the Purchase Order. The term "Goods" means all of the goods, products or materials that Arconic has agreed to purchase from Contractor pursuant to and as defined in a Purchase Order.
- 3. 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 and delivery of the Goods.
- 4. CONTRACTOR'S COMPENSATION:** Contractor will promptly submit to Arconic correct and complete invoices, supporting documentation, and all other information reasonably required by Arconic in connection with the performance of Services. Arconic has no obligation to pay any fees or expenses invoiced more than six (6) months after they accrue. All invoices for Services and Goods (as defined herein) provided to Arconic 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"). Except as otherwise set forth on a Purchase Order, Arconic will pay invoices received during the Accumulation Period on the 4th day of the 4th month from the end of such Accumulation Period for Services and Goods that, in Arconic'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 payments are required to be made under this Contract by Arconic in a currency other than USD, Contractor will provide Electronic Funds Transfer ("EFT") instructions to Arconic and Arconic will make such payments to Contractor electronically, to the extent permitted by law. Arconic will have the right, at any time, to set off and apply against any monetary obligations that Arconic 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 Arconic. Notwithstanding the foregoing, should the parties agree to payment terms that are different from the payment terms in this Section 3, Arconic will hold the invoice for the agreed payment term and then pay the invoice during Arconic's batching cycle which takes place the 4th and the 19th of every month.
- 5. 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 Arconic's prior express written consent including but not limited to, charges for shipping, packing, labeling, customs duties, taxes, storage, insurance, boxing and crating. Arconic will not reimburse expenses unless specifically agreed in the Purchase Order, in which event such expenses must be approved in advance and in accordance with Arconic's travel and expense policy communicated to Contractor.
- 6. WARRANTIES FOR SERVICES:** Contractor represents and warrants that it shall perform and deliver the Services: (1) in a professional, good and workmanlike manner; (2) using its best efforts consistent with not less than the highest standards; (3) in compliance with all applicable laws, standards and regulations, whether governmental or industrial; (4) by personnel of Contractor having a level of skill in the area commensurate with the requirements of the Services to be performed; and (5) without violation or infringement upon the rights of third parties. Contractor will obtain and maintain any permits, permissions, authorizations, releases, consents or licenses it needs to carry out its obligations under this Contract, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial. Contractor is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of this Contract.
- 7. WARRANTIES FOR GOODS:** To the extent Contractor is supplying Goods, including in connection with the performance of the Services, Contractor's shipment of Goods will be subject to the shipping terms stated on the respective Purchase Order. In the absence of express shipping terms, all shipments shall be DDP Arconic's facility INCOTERMS 2020. Use of shipping terms shall be for convenience only and shall not be interpreted as modifying party intent as set forth in this Contract. Contractor agrees that Arconic has purchased all right, title, and interest in and to all Goods. Title to Goods shipped under any Purchase Order passes to Arconic upon its acceptance of the Goods at destination. Contractor represents and 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 Arconic); (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 Arconic is relying on the Contractor's skill or judgment to furnish suitable Goods; (4) shall be composed of all new components; (5) shall be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (6) 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. In addition to remedies otherwise available to Arconic, if Contractor is in breach of the warranties set out in this paragraph, Contractor will, at the election of Arconic and upon notice from Arconic, 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 Arconic'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, Arconic 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 Arconic will be recoverable from Contractor as a debt due and payable.
- 8. COMPLIANCE WITH ARCONIC'S RULES:** Contractor, its employees, subcontractors, and all other persons or entities acting on behalf of Contractor agree to abide by Arconic's rules and reasonable requests while on premises owned, leased, or otherwise controlled by Arconic. Arconic 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 Arconic deems reasonable.
- 9. 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 Arconic, Arconic's property, or the Services or Goods furnished under this Contract. Contractor shall promptly pay its subcontractors and suppliers for costs incurred by them in connection with the Goods and Services. If Contractor fails to promptly pay any such costs, Arconic reserves the right to apply any monies due to Contractor towards the payments of such costs. If any subcontractor, supplier, or anyone claiming by, through or under such, shall file or cause to be filed any mechanic's lien, notice of pendency, stop order or comparable lien or filing, Contractor shall, within ten (10) calendar days after of learning of such filing, whether from Arconic or any other source, cause the same to be discharged of record, by bonding or otherwise and shall indemnify and hold Arconic and the Indemnitees harmless for all claims, demands, actions, proceedings, liabilities, damages, losses, fines, and expenses, including without limitation defense costs and fees of attorneys, arising therefrom. In the event Contractor shall have failed to effectuate such discharge within such ten (10) calendar day period, Arconic shall have the right to do so, by bonding or otherwise, and, in that event, any expense incurred by Arconic in connection therewith, including the premiums due for any bond furnished for such discharge and reasonable attorneys' fees and disbursements, shall be paid by Contractor upon demand or, at the option of Arconic, shall be deducted from any payment then due or thereafter becoming due from Arconic to Contractor under this Contract.
- 10. 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 represents and warrants that all Services and Goods delivered hereunder will be in compliance with all Arconic requirements concerning safety, performance and otherwise, including,

without limitation, any work or services related thereto performed on premises controlled by Arconic. Contractor agrees to immediately notify Arconic of any actual or possible safety or quality problems attributable to the Services and/or Goods delivered hereunder.

- 11. ARCONIC'S PROPERTY AND PARTS:** All property of any kind supplied to Contractor or paid for by Arconic will be and remains Arconic's property, and Contractor will maintain such property in good condition and repair. All Arconic 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 Arconic. All property of Arconic is subject to removal by Arconic at any time, and to return upon Arconic's request. Contractor assumes all risk of death or injury to persons or damage to property arising from or related to use of Arconic's property. Arconic does not guarantee the accuracy or performance of any Arconic property or the suitability of any property furnished by it for any particular work. Contractor assumes sole responsibility for verifying, inspecting, testing, and approving all of Arconic's property supplied by Arconic prior to any use by Contractor.
- 12. REJECTION AND REVOCATION OF ACCEPTANCE:** Arconic shall not be bound to reimburse Contractor for any Services that, in Arconic's judgment, fail to conform to Contractor's obligations under the Contract. Arconic 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 Arconic constitute acceptance of any Services or Goods or relieve Contractor from exclusive responsibility of furnishing Services and Goods in strict conformance with Arconic's specification and instructions. If, in Arconic's judgment, the Services or Goods fail in any respect to conform to the Contract, Arconic 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 Arconic, 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, Arconic may revoke its acceptance of Services or Goods. Contractor agrees that Arconic'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. Notwithstanding the foregoing, Arconic's acceptance of Services or Goods in no way relieves Contractor of its responsibility for compliance with the Agreement, including but not limited to, any and all warranties included herein.
- 13. AUDITS AND INSPECTIONS:** During the term of the Contract, Arconic has the right, at its own expense, to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents solely as necessary to verify Contractor's compliance with this Contract. Arconic shall keep all information obtained during any such audit confidential pursuant to and in accordance with Section 14. In addition, Arconic 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.
- 14. 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 Arconic on behalf of any taxing jurisdiction, Contractor will provide to Arconic invoices which separately state and clearly indicate the amount of tax and Arconic 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 Arconic, 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 Arconic. 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 Arconic 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.
- 15. CONFIDENTIALITY; DATA PRIVACY; SECURITY:** During the term of this Contract and for five years after its cancellation, termination or expiration, neither party shall make use of the other party's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract or to discuss the potential inclusion of additional Goods or Services to 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 receiving party obtains from the disclosing party or otherwise discovers in the performance of this Contract. Such restrictions include Contractor not using Arconic's Confidential Information as an input or prompt that would have the effect of training software, including artificial intelligence models, for use outside of performing Services for Arconic. "Confidential Information," as used in this Contract, will mean any information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, that is disclosed by a party to the other party, including without limitation, personal information, and information relating to a party's business activities, know how, advertising, promotions, business plans, competitive strategies, financial plans, forecasts and performance, vendor relationships, trade secrets, trade dress, product characteristics, demographics, information technology, systems, market research, general customer information and other confidential business information related to the conduct or strategy of the business of a party, and any other information provided to a party which by its nature would reasonably be considered confidential. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to receiving party prior to disclosure by the disclosing party; (b) rightfully obtained by receiving party from any third party; (c) made available by disclosing party to the public without restrictions; (d) disclosed by receiving party with prior written permission of disclosing party; (e) independently developed or learned by receiving party without use of, or reference to, any Confidential Information of the disclosing party; or (f) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction (provided, however, that receiving party will provide reasonable prior written notice to the disclosing party prior to disclose of Confidential Information under this subsection).

Contractor shall establish and maintain commercially-reasonable administrative, technical and physical safeguards consistent with the highest industry standards and all applicable laws and designed to (i) ensure the confidentiality, security, integrity and availability of Arconic's Confidential Information (ii) protect against anticipated threats or hazards to, or the unauthorized access, disclosure or use of, such information and (iii) ensure the proper disposal of such Confidential Information. Contractor's safeguards shall be reflected in written security policies and procedures and shall include a response plan and program in the event of a malicious code attack, disclosure loss, theft, unauthorized access or use of services or data, denial of services, data leakage, or similar related security event. Such policies and procedures shall be made available for Arconic to review upon request. Contractor shall use industry standard virus and malicious code detection and protection products on its systems and servers that host Arconic's Confidential Information.

- 16. 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, Arconic may immediately terminate this Contract without any liability.
- 17. INTELLECTUAL PROPERTY:** Contractor will promptly disclose to Arconic 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 Arconic in respect to any and all countries, their territories and possessions. Contractor hereby assigns to Arconic all rights and future rights in such Contract Developments. Arconic 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 Arconic for any purpose without additional compensation to be paid to Contractor. Contractor shall disclose in writing to Arconic those portions of the Contract Developments that are created using generative artificial intelligence ("GAI") and shall disclose the software used and extent of human authorship and contributions to any works created with the use of GAI. Contractor will perform at the request of Arconic all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Arconic to vest in Arconic 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 Arconic all right, title and interest in and to Contractor's copyright or copyrightable material for such work. Contractor will execute and deliver to Arconic such instruments of transfer and take other such action that Arconic may reasonably request, including, without limitation, such assignments and other documents required to vest in Arconic 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 Arconic 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 waives all moral rights to any Contract Developments, including, but not limited to, the right to the integrity of the Contract Developments, the right to be associated with the Contract Developments as its author by name or under a pseudonym and the right to remain anonymous. Contractor may not use Arconic's name and/or logo in any manner, including but not limited to publicity, advertising, public statements or otherwise listing Arconic as a client on Contractor's website or in any presentations, without first obtaining written permission from Arconic.

- 18. COUNTERFEIT, SUSPECT GOODS AND ESG:** Contractor warrants that it shall not deliver Counterfeit and Suspect Goods (as hereinafter defined) to Arconic and shall immediately notify Arconic if Contractor becomes aware or suspects that it has delivered Counterfeit and Suspect Goods. When requested by Arconic, Contractor shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Contractor; (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Contractor warrants that the Goods comply with Arconic's requirements pertaining to environmental, sustainability and corporate governance ("ESG"), including that the Goods were not mined, produced, or manufactured wholly or in part by convict, forced, or indentured labor and other Arconic ESG requirements set forth in the Purchase Order. Contractor shall indemnify Arconic for all Claims arising out of a breach of these warranties, including without limitation Arconic's costs of removing non-conforming Goods and installing replacement Goods, including any reinstallation or testing. Contractor shall include this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Arconic.
- 19. INDEMNIFICATION:** Contractor will indemnify, defend, and hold harmless Arconic, its parents, Affiliates, and its and their respective directors, officers, employees, agents, representatives, successors, and assigns ("Indemnitees") from and against any and all third party liabilities, expenses, suits, claims, actions, demands, damages, liabilities, judgments, settlements, costs, losses, fines and penalties, including but not limited to reasonable attorney fees, expert fees, costs and expenses of litigation, 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) breach of this Contract; or (iii) any negligence or willful misconduct of Contractor, its subcontractors or suppliers, and its and their directors, officers, employees, subcontractors, agents, representatives, successors, or assigns; (iv) the Goods or Services infringing or misappropriating the patent, copyright, trade secret or other intellectual property right of any third party (collectively, the "Liabilities"). In no event shall Contractor enter into any settlement without Arconic's or Indemnitee's prior written consent.
- 20. 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 Arconic, including Arconic as an additional insured, under policies of Insurance; (iii) to ensure that Arconic is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Arconic is exposed and that the limits of Insurance to which Arconic 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 Arconic'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 Arconic's request, to timely provide written certification, reasonably acceptable to Arconic, certifying the material terms of the policies of Insurance.
- 21. 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 (but, in the case of Contractor, specifically excluding: (a) labor and union-related activities, and (b) the non-performance of any Contractor personnel). 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, Arconic 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 thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.
- 22. SUPPLIER STANDARDS:** Contractor acknowledges that it has access to, has read and agrees to comply with Arconic's Supplier Code of Conduct as published at <https://www.arconic.com/supplier-code-of-conduct>.
- 23. DUTY DRAWBACK:** Contractor will cooperate with Arconic in seeking any duty drawback available to Arconic in connection with export by Arconic of any Goods or Services imported by Contractor and provided to Arconic under this Contract, or incorporating, or manufactured by Arconic 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 Arconic, 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 Arconic's drawback claims.
- 24. INDEPENDENT CONTRACTOR/SUBCONTRACTS:** Contractor is and will remain an independent contractor of Arconic. No employee, agent, or representative of Contractor or its subcontractors will be deemed to be an employee of Arconic. Contractor must obtain Arconic'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 Arconic, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind Arconic.
- 25. ELECTRONIC COMMERCE:** Contractor acknowledges that Arconic currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of documentation relating to the purchase of Goods and Services hereunder. 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 Arconic to facilitate transmission of such documentation electronically, and (ii) documentation transmitted by such methods will not be deemed invalid solely because they have been transmitted or executed electronically.
- 26. BACKGROUND CHECKS:** Contractor, at its own expense, shall ensure that all personnel it plans to assign to work on Arconic's premises are qualified and legally permitted to perform the Services and be present at Arconic's location, including without limitation by performing background checks and obtaining proof of all required permits and/or certifications.
- 27. PROCESS, MATERIAL OR DESIGN CHANGES:** If Contractor or any supplier of Contractor makes or intends to make any change to the process, materials, or design details of the Goods, including raw materials or parts used in the manufacture of the Goods, such changes including, but not limited to, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be deemed a "Material Change". Contractor must promptly notify Arconic in writing of any Material Change. Additionally, if a Material Change could affect the Goods or any component part thereof with regard to quality, functionality, form, stability, safety, or otherwise fitness for its intended purpose, Contractor shall at its own expense promptly send Arconic product samples complete with test reports indicating the test instrument used

(such samples and test reports together the "Conforming Samples"), and shall verify the Conforming Sample specifications compared to the specifications and performance of the Goods as agreed to in the Contract. In the event Arconic determines, using its good faith judgment, that a Material Change renders the Goods incompatible for the use for which Arconic is purchasing the Goods, Arconic shall provide written notice of such incompatibility to Contractor within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Contractor shall only make or allow a supplier of Contractor to make a Material Change necessitating the provision of a Conforming Sample after Arconic's prior written approval.

28. Termination and Cancellation: Arconic may terminate this Contract or any Purchase Order, in whole or in part, at any time for convenience by giving Contractor not less than thirty (30) days' advance written notice. This Contract or any Purchase Order may be terminated on written notice: (a) by either party, if the other party materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of such breach; or (b) by either party, if the other party (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business. Upon termination, Contractor shall deliver to Arconic all Contract Developments (completed and in process) relating to the Services and, unless otherwise directed by Arconic, will at no cost to Arconic return or destroy all Confidential Information of Arconic obtained in connection with this Contract. Additionally, upon termination of any Purchase Order, Contractor will provide Arconic or its designee reasonable transition services necessary to enable Arconic to transfer the Services (or replacement services) either to itself or its designee and Contractor will cooperate with Arconic in the transition of the Services, at the same rates and as requested by Arconic, for an orderly conversion of the Services for a reasonable period of time (not to exceed 12 months). Unless such termination is due to Contractor's breach or failure of Contractor to provide adequate assurance of performance, Arconic will pay Contractor, on a pro rata basis, for Services performed as of the date of termination. In the event Arconic has paid sums in advance attributable to periods after the effective date of termination, Contractor shall promptly refund such sums to Arconic.

29. MISCELLANEOUS

A. 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 Arconic.

B. 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.

C. 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.

D. ASSIGNMENT: Neither this Contract, nor Contractor's rights and obligations hereunder, are assignable or delegable by Contractor without the prior written consent of Arconic. 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 or delegation without the prior written consent of Arconic will be null and void. This Contract is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

E. 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 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. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTACT, INCLUDING ANY PURCHASE ORDERS, EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

F. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.