

## STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

(Rev.09-2024)

### 1. DEFINITIONS:

- (a) Accumulation Period means from 12:01 a.m. of the first day of a calendar month to 11:59 p.m. of the last day of such month.
- (b) Alcoa means the Alcoa entity named in the Contract, or any of its affiliates or subsidiaries referenced in Contract.
- (c) Applicable Law means any applicable laws, including without limitation, all Environmental Laws and Privacy Laws, regulations, ordinances and codes of any federal, provincial, territorial, state, municipal and local governmental authority, as they have been or will be amended from time to time, and all orders, standards, and regulations of any of the foregoing authorities that can assert jurisdiction over a Party.
- (d) Claim means any claim, lawsuit, demand, audit, inquiry, investigation, suit, hearing, notice of a violation, litigation, action, proceeding, or arbitration, whether civil, criminal, administrative or otherwise, whether at law or in equity brought by a third-party, including employees of Alcoa or Supplier.
- (e) Confidential Information means all information relating to Alcoa's business which is not generally available to the public and includes information that Supplier possesses that predates this Contract other than information that is explicitly excluded from this definition pursuant to Section 12 (Confidentiality) of these Terms and Conditions.
- (f) Contract means collectively the Purchase Order and the Terms and Conditions, as well as additional conditions explicitly made a part of the Contract, which are attached to or incorporated by reference, if any.
- (g) Contract Developments means all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, conceived, made, first reduced to practice, or developed by Supplier arising out of any modifications to the specifications or any process related to the Goods specifically for Alcoa at Alcoa's request.
- (h) Delivery Date is the date for delivery as specified on the Purchase Order.
- (i) Environmental Laws means any and all laws concerning the protection of human health and the environment.
- (j) Force Majeure Event means 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 that results in a Party's delay or failure to perform its obligations under this Contract. Without limiting the generality of the foregoing, strikes, walkout or other similar events in which employees collectively leave the workplace and withhold labor as an act of protest are deemed to constitute a Force Majeure Event.
- (k) Goods means the goods or materials listed on the Purchaser Order or documentation incorporated in the Contract.
- (l) Hazardous Substance means any substance, chemical or waste that is listed or defined as a hazardous substance, hazardous material, hazardous waste, or toxic substance under Applicable Law including but not limited to (i) any petroleum products or (ii) any substance, material, chemical, or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.
- (m) Indemnitees means Alcoa, its directors, officers, employees, agents, representatives, successors, assigns, and customers.
- (n) Insurance means casualty, property, and other lines of insurance of the types, including but not limited to insurance for professional liability, cyber security liability, and environmental liability, where applicable, on the terms and in the amounts commensurate with Supplier's business and the risks associated with the performance of this Contract.

- (o) Lien means security interests, mechanic's liens, prior claims, hypothecs or other encumbrances.
- (p) Losses means any 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.
- (q) Party means each of Alcoa and Supplier, and collectively they are referred to as the "Parties."
- (r) Privacy Laws means any Applicable Law regarding the processing of personal data, including but not limited to, the processing of personal data under any data processing agreement with Alcoa.
- (s) Purchase Order means the written Alcoa purchase order that attaches or incorporates by reference the Contract.
- (t) Purchase Price is the price as set forth in the Contract.
- (u) Purpose means facilitating Supplier's business relationship with Alcoa, enhancing Alcoa's ability to contact Supplier and its employees, and enabling Alcoa to process and track Supplier's transactions with Alcoa through various internal systems and external third parties.
- (v) Records means any records, data, invoices and documents generated in connection with the Contract.
- (w) Supplier means the Party accepting the Contract to sell Alcoa Goods, its affiliates, directors, officers, employees, subcontractors, and all other persons or entities acting on behalf of Supplier.
- (x) Taxes means all national, foreign, federal, provincial, territorial, state, municipal, local or other governmental taxes, assessments, duties, fees, levies or similar charges of any kind.
- (y) Terms and Conditions means these Standard Terms and Conditions for the Purchase of Goods.

2. **SCOPE OF WORK AND ACCEPTANCE:** The Contract constitutes the terms of an offer by Alcoa and the sole and exclusive terms on which Alcoa agrees to be bound. Alcoa expressly limits the Supplier's 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 its offer that does not exactly match the terms of the offer. The Supplier hereby acknowledges that Alcoa cannot be bound by any additional terms or conditions in any purchase orders, invoices or other documents communicated by Supplier to Alcoa. In exchange for the Supplier's compensation listed in this Contract, Supplier agrees to supply the Goods. The offer to enter into this Contract is accepted by Supplier on the earliest to occur of the Supplier's delivery of a signed acknowledgment, commencement of performance, or delivery according to schedule of all or any portion of the Goods covered under this Contract.

3. **PRICE:** Supplier warrants that the prices set forth in the Contract are complete and that no additional charge of any type will be added without Alcoa's prior express written consent. If during the term of this Contract, Supplier sells goods that are the same as or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Supplier will immediately extend such lower prices to Alcoa. If Alcoa provides satisfactory evidence that it can purchase Goods of like quality for a lower price on commercial terms substantially the same as this Contract, and if Supplier elects not to meet such lower price, then Alcoa may purchase Goods from the supplier with the lower price, and any obligation of Alcoa to purchase Goods from Supplier pursuant to the terms of this Contract will be deemed to be waived by Supplier to the extent of any such purchases.

4. **SUPPLIER'S COMPENSATION:** Supplier will promptly submit to Alcoa correct and complete invoices, supporting documentation, and all other information reasonably required by Alcoa in connection with the Contract. Alcoa may withhold payment until such documents are received and verified. Unless otherwise set forth in the Purchase Order, Alcoa will pay invoices received during the Accumulation Period on the 4th day of the 4th month from the end of such Accumulation Period for Goods that, in Alcoa's judgment, strictly conform to the requirements of the Contract. Any 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 for Goods will be considered good cause for withholding payment without losing cash discount privileges. Alcoa will have the right, at any time, to set off and apply against any monetary obligations that Alcoa owes to Supplier, or any obligations that Supplier may owe to Alcoa. Alcoa will have

no obligation to purchase any specific quantity of Goods from Supplier and Alcoa will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers.

5. **DELIVERY:** To the extent Supplier is supplying Goods in connection with the Contract, Supplier's shipment of Goods will be delivered in accordance with the delivery term set forth in the Purchase Order. Risk of loss or damage to Goods shall pass from Supplier to Alcoa at the time of delivery in accordance with the delivery term specified in the Purchase Order, and title transfer shall occur at the same time as risk of loss.

6. **TIME FOR PERFORMANCE:** The Goods will be delivered in strict conformity with the dates and schedules referenced in the Contract. Time is of the essence for Supplier's performance.

7. **INSPECTION, REJECTION, AND REVOCATION OF ACCEPTANCE:**

- (a) Alcoa has the right, before payment or acceptance of Goods under this Contract, to inspect the Goods at any reasonable place and time and in any reasonable manner. Alcoa has the right to examine and audit, during normal business hours and upon reasonable notice, any and all Records that may contain information relating to Supplier's obligations under this Contract. Such Records will be kept by Supplier for a period of at least six (6) years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by Applicable Law. Supplier agrees to provide reasonable assistance for such audits, inspections, and tests.
- (b) Alcoa will not be bound to reimburse Supplier for any Goods that, in Alcoa's judgment, fail to conform to Supplier's obligations under the Contract. 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 Supplier from exclusive responsibility for furnishing Goods in strict conformance with Alcoa's specifications and instructions. If, in Alcoa's judgment, the Goods fail in any respect to conform to the Contract, Alcoa may (i) reject the whole; (ii) accept the whole; or (iii) accept any portion of the Goods supplied by Supplier or the commercial unit or units provided therein and reject the rest. Supplier agrees that any notification of nonconformity by Alcoa, in whatever form, suffices to inform the Supplier that the transaction is claimed to involve a breach, and that Supplier will be responsible for any Losses resulting from the nonconformity. In any case where notification of nonconformity is given to Supplier, Alcoa reserves its right to revoke its acceptance of Goods by giving notice to the Supplier. Supplier agrees that Alcoa's acceptance of the Goods is reasonably induced by the Supplier's assurances of their quality and conformity to the terms of the Contract.

8. **WARRANTIES:**

- (a) **GOODS:** In addition to any applicable legal warranty or presumption, Supplier represents and warrants that all Goods will:
  - (i) be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Alcoa), for the longer of four years or the life expectancy of the Goods from the date of their tender of delivery;
  - (ii) conform to all applicable descriptions, specifications, drawings, performance requirements, plans, instructions, data, samples, and models;
  - (iii) be fit for the particular purpose(s) for which the Goods are required, and Supplier acknowledges that Alcoa is relying on the Supplier's skill or judgment to furnish suitable Goods;

- (iv) be composed of all new components;
- (v) be free and clear from all security interests and other encumbrances, any actual or claimed intellectual property infringement or other colorable claims; and
- (vi) be manufactured and sold in compliance with all Applicable Laws and generally accepted trade standards.

(b) Supplier represents and warrants:

- (i) that any Hazardous Substances delivered to Alcoa pursuant to this Contract complies with Applicable Law;
- (ii) that such Hazardous Substances are lawfully available for sale and use;
- (iii) that such Hazardous Substances delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such Hazardous Substances are supplied in bulk, Supplier will provide Alcoa with an adequate supply of such warning labels, instructions, and notices for use in Alcoa's facilities;
- (iv) that Supplier will supply with, or before, delivery, and at any other time upon Alcoa's request, all information known to Supplier with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of Hazardous Substances delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards;
- (v) that the Goods delivered pursuant to the Contract were produced at facilities complying with Applicable Laws pertaining to occupational safety and health; and
- (vi) that Supplier will ascertain and furnish all information about Goods required by Alcoa to comply with all safety-related Applicable Laws (including those governing occupational safety and health and hazardous materials), and with Applicable Laws 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.

- (c) The foregoing Supplier warranties explicitly extend to future performance of the Goods. Supplier assigns to Alcoa all warranties from third-parties, including sub-contractors or manufacturers' warranties. Supplier warrants that all of its employees, subcontractors, and all other persons or entities acting on its behalf in the delivery of the Goods will agree to and abide by these warranties. Such warranties are in addition to any warranties implied by Applicable Law or expressly made by Supplier other than hereunder. In addition to remedies otherwise available to Alcoa, if Supplier is in breach of the warranties set out in this Section 8, Supplier will, at the election of Alcoa and upon notice from Alcoa, and at Supplier's sole cost (including any relevant transportation and labor costs), either redesign, repair or replace (including, if applicable, reinstall) the Goods to Alcoa's satisfaction, prior to the expiry of the time set forth in the notice. If Supplier fails to make the necessary redesign, repair or replacement within the period specified, Alcoa may perform or cause to be performed such redesign, repair or replacement at Supplier's risk and cost and any costs and expenses incurred by Alcoa will be recoverable from Supplier as a debt due and payable. Supplier warrants that all Goods delivered hereunder will be in compliance with all of Alcoa's standards,

rules and requirements concerning the environment, health and safety, including, without limitation, any work or services related thereto performed on premises controlled by Alcoa.

9. **SECURITIES:** Supplier guarantees that no Lien will be raised or registered by Supplier or anyone acting on behalf of, or claiming under or through Supplier, against Alcoa or Alcoa's property under this Contract. If the production or delivery of Goods covered by this Contract may give rise to any Lien, payment will not be due and the cash discount period will not commence until Supplier has obtained and delivered to Alcoa a complete release and discharge of all Liens or a receipt/discharge covering all labor and materials for which such Liens could be filed or a bond satisfactory to Alcoa indemnifying it against such Liens. If required by Alcoa, Supplier will furnish a performance and a labor and material payment bond, or such other bond, in form and amount with such sureties as will be approved by Alcoa.

10. **ALCOA'S PROPERTY AND PARTS:** All property of any kind supplied to Supplier or paid for by Alcoa will be and remains Alcoa's property, and Supplier will maintain such property in good condition and repair. All Alcoa property, while in Supplier's custody or control, will be held at Supplier's risk, free from all Liens of Supplier or third-parties, and will be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to Alcoa. All property of Alcoa is subject to removal by Alcoa at any time, and to return upon Alcoa's request. Supplier assumes all risk of death or injury to persons or damage to property arising from or related to its use of Alcoa's property. Alcoa does not guarantee the performance of any Alcoa property or the suitability of any property furnished by it for any particular work. Supplier assumes sole responsibility for inspecting, testing, and approving all of Alcoa's property supplied by Alcoa prior to any use by Supplier.

11. **TAXES:** Supplier will bear and pay all applicable taxes of Canada, its provinces or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income, capital or gross receipts including any withholding taxes levied against Supplier for the privilege of doing business in a jurisdiction. If Supplier is required by law to collect all taxes including, but without limiting the general nature of the foregoing, goods and services tax (GST), Québec sales tax (QST) and harmonized sales tax (HST) from Alcoa on behalf of any Canadian, provincial or other taxing jurisdiction including, but without limiting the general nature of the foregoing, Canada Revenue Agency and Revenu Québec, Supplier will provide to Alcoa invoices which separately state and clearly indicate the amount of tax to be collected and Alcoa will remit any such tax to Supplier. Supplier will have the sole responsibility of complying with all applicable Canadian, provincial and other laws regarding tax including, but without limiting the general nature of the foregoing, the Excise Tax Act, R.S., 1985, c. E-15, the Act respecting the Québec sales tax, R.S.Q., c. T-01 as well as the Act respecting the Ministère du Revenu, R.S.Q., c. M-31. In all cases, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state/province and municipality) in which Goods were provided. If applicable, Supplier will accept a properly executed exemption or direct pay certificate from Alcoa in lieu of payment for any sales and use tax. The determination of whether an exemption certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Alcoa on a location by location basis for each of the facilities. With the exception of the taxes described above, all other taxes imposed upon Supplier, on the price or compensation under this Contract, or on the Goods provided hereunder, will be the sole responsibility of Supplier.

12. **CONFIDENTIALITY:** During the term of this Contract and for five (5) years after its cancellation, termination or expiration, Supplier will (i) not make use of Alcoa's Confidential Information for purposes other than the fulfillment of the obligations under this Contract and (ii) hold such Confidential Information in strict confidence and will not disclose any Confidential Information, whether written or oral, which the Supplier obtains from Alcoa or otherwise discovers in the performance of this Contract, to any person or entity, other than those of its employees and subcontractors who have a need to know such Confidential Information to perform the obligations under this Contract, unless Supplier has obtained the prior written

permission of Alcoa to disclose such information. Supplier shall immediately notify Alcoa of any disclosure of any Confidential Information that is not permitted by this Contract and shall be responsible for any breach of the confidentiality obligations set forth herein by any employee or subcontractor of Supplier. Confidential Information does not include any information that is:

- (a) rightfully known to Supplier prior to disclosure by Alcoa;
- (b) rightfully obtained by Supplier from any third-party;
- (c) made available by Alcoa to the public without restrictions;
- (d) independently developed or learned by Supplier, not first acquired, directly or indirectly, from Alcoa;  
or
- (e) disclosed by Alcoa to a third party without a duty of confidentiality on the third-party.

If Supplier is legally required by a competent tribunal to disclose Confidential Information, Supplier will provide timely notice to Alcoa of this obligation, and Supplier will assist Alcoa in seeking a protective order or other appropriate remedies. Alcoa expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties. All Confidential Information will remain the sole and exclusive property of Alcoa, and Alcoa will have an unlimited right to publish, use, duplicate or disclose Confidential Information. Alcoa makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Alcoa may, at its sole discretion and at any time, by written notice to Supplier, terminate Supplier's further use of Confidential Information and Supplier shall immediately return to Alcoa all Confidential Information and copies thereof, and erase any digitally held Confidential Information.

13. **INTELLECTUAL PROPERTY:** To the extent Supplier is furnishing a pre-existing design for Goods, then Supplier will continue to own all intellectual property rights relating to such design and Supplier 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. All Contract Developments, will be the sole and exclusive property of Alcoa in respect to any and all countries, their territories and possessions. Supplier hereby assigns to Alcoa all rights and future rights in such Contract Developments including software, that generates copyrightable material. Supplier waives (and will have all individuals used to provide the Goods waive) all rights (including moral rights) associated with such copyrights. Alcoa will have complete and unrestricted right to use all Contract Developments prepared by Supplier and its subcontractors in connection with the performance of this Contract without additional compensation to be paid to Supplier. At Alcoa's request, Supplier will perform all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Alcoa to vest in Alcoa the entire right, title, and interest in and to such Contract Developments. Supplier 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. Supplier 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.

14. **INDEMNIFICATION:** Supplier will indemnify, defend, and hold harmless Indemnitees from and against all Claims for Losses that arise out of or are related to: (i) defective Goods or their manufacture, delivery, use or misuse; (ii) any negligent acts, omissions, or willful misconduct on the part of the Supplier in connection with its performance of this Contract; (iii) any misrepresentation made by Supplier; or (iv) Supplier's 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 Supplier, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Supplier hereby expressly agrees to waive any

provision of any workers' compensation act, disability or other employee benefits laws, or any similar Applicable Laws granting Supplier 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 Supplier encompassed by this section of the Terms on Indemnification.

15. **TERMINATION AND CANCELLATION:** Alcoa may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Supplier. After receiving written notice of termination, Supplier will (i) immediately cease production and delivery of all Goods, and (ii) immediately take all action to mitigate any Losses incurred as a result of the termination. Unless such termination is due to Supplier's breach or failure of Supplier to provide adequate assurance of performance, Alcoa will pay Supplier, 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, Supplier has breached any of its terms, or if, in Alcoa's judgment, the credit or ability of Supplier to perform this Contract becomes impaired. In that case, Alcoa will have the right to all remedies available to it under Applicable Law.

16. **INSURANCE:** Supplier agrees to:

- (a) maintain in full force and effect Insurance and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer;
- (b) waive rights of subrogation and contribution against Alcoa, including Alcoa as an additional insured, under policies of Insurance, to the extent permitted by Applicable Law;
- (c) 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 Supplier under all of the policies of Insurance;
- (d) ensure that the policies of Insurance contain a severability of interest clause in favor of Alcoa and are stated to be specifically primary to any of Alcoa's insurance policies, which policies will be, in all respects, excess to Supplier's policies of Insurance;
- (e) be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; and
- (f) timely provide written certification, reasonably acceptable to Alcoa, certifying the material terms of the policies of Insurance, upon Alcoa's request.

17. **FORCE MAJEURE:** Neither Party will be in default for a Force Majeure Event. The Party affected by a Force Majeure Event will furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that the Force Majeure Event has occurred or likely will occur. If Supplier is unable to perform for any reason, Alcoa may purchase the Goods from other sources and reduce its obligations owing to Supplier accordingly without incurring liability to Supplier. Within three (3) 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 days, the other Party may terminate the Contract by notice given to the non-performing Party before performance resumes.

18. **ENVIRONMENTAL, HEALTH, AND SAFETY RULES AND STANDARDS:**

- (a) Supplier agrees that it will, upon Alcoa's request, accept the return of unused Hazardous Substances delivered to Alcoa pursuant to this Contract. Unless approved in writing by Alcoa's location manager prior to shipment, Supplier 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.
- (b) Supplier agrees to abide by Alcoa's rules, requirements, standards, and reasonable requests while on premises owned, leased, or otherwise controlled by Alcoa. Alcoa reserves the right to bar from such premises Supplier, any employee, subcontractor or any other person or entity acting on behalf of Supplier for any cause that Alcoa deems reasonable.
- (c) Supplier will provide all safeguards and precautions necessary in connection with the production and delivery of Goods to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Supplier will be solely responsible for any such occurrences. Supplier agrees to immediately notify Alcoa of any actual or possible safety or quality problems attributable to the Goods delivered hereunder. Supplier warrants that the Goods delivered hereunder were produced at facilities complying with all applicable provisions of the occupational safety and health legislation and related regulations.
- (d) Supplier acknowledges that it has access to, has read and understands Alcoa's standards of conduct as set forth in Alcoa Supplier Standards 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). Supplier shall provide its subcontractors a copy of such Alcoa Supplier Standards and confirm that the subcontractors have read and understand it.

19. **CONFLICT MINERALS:** All Goods supplied by Supplier to Alcoa that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and U.S. Securities and Exchange Commission regulations implementing the Act (the "Rule") will only come from sources that are not known by Supplier, 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. Supplier agrees to: (i) cooperate with Alcoa in conducting any due diligence in accordance with the Rule; (ii) comply with reasonable requests for information in order to facilitate compliance with the Rule and any other Applicable Law currently in place or adopted in the future; and (iii) maintain Records related to the Rule.

20. **LIMITATION ON USE OF PAYMENT:** Supplier will not offer or use, directly or indirectly, any money, property or anything of value received by Supplier 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 will be made nor will 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 Supplier breaches the terms of this section, Alcoa may immediately terminate this Contract without any liability whatsoever toward Supplier.

21. **DATA PRIVACY AND SECURITY:**

- (a) Supplier warrants and undertakes that Supplier's processes, services and treatment of all personal data that it receives, accesses and/or processes on behalf of Alcoa (and/or Alcoa's employees, customers or suppliers) will comply with Privacy Laws regarding personal data and that Supplier



will use best efforts to comply at all times with such Privacy Laws. If applicable, Supplier agrees to execute a data processing agreement with Alcoa to ensure ongoing privacy protection for individuals. If Supplier fails to comply with any of the Privacy Laws, Alcoa will have the option to terminate this Contract immediately without incurring any liability whatsoever toward Supplier. Supplier will act solely on the instructions of Alcoa regarding all personal data (unless prohibited by the Privacy Laws). Supplier will notify Alcoa immediately in writing of any: (i) actual or suspected breach of this paragraph; or (ii) any complaint or request by any individual concerning personal data or relating to Alcoa's obligations under any of the Privacy Laws. Supplier will provide full cooperation and assistance to Alcoa regarding any such complaint or request. Supplier will, upon completion of this Contract, destroy or return all personal data to Alcoa with all other media or documents where any personal data is maintained. Supplier warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Supplier violates any obligations in this section on Data Privacy, the applicable data processing agreement or the Privacy Laws in any manner, Supplier will take all measures required by the Applicable Law to the individuals affected by the unauthorized disclosure. Supplier will conduct audits to ensure compliance with its obligations hereunder and will permit Alcoa (or its designee), upon reasonable notice, access to Supplier's facilities, procedures and other operational data and information for purposes of reviewing Records and auditing Supplier's compliance with this Contract. By submitting business contact and personal information about Supplier and/or its employees to Alcoa, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Alcoa and all its controlled entities, affiliates and subsidiaries and their authorized third-party contractors or agents for the Purpose. Alcoa will use the information supplied solely for the Purpose and will store the data for as long as is necessary to be able to complete the Purpose.

- (b) The Supplier agrees to maintain a comprehensive information and data security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Alcoa information (including but not limited to any personal data) and makes use of appropriate administrative, technological, and physical safeguards in accordance with industry standard and technology best practices.
- (c) Alcoa may terminate Supplier's direct access to Alcoa information or to its computer facilities at any time without liability to Supplier, which will in no way affect or diminish any of Supplier's obligations under this Contract.

22. **IMPORT/EXPORT COMPLIANCE:** Supplier warrants that sales made hereunder are or will be made at not less than fair value and are in compliance with any Applicable Law, including anti-dumping or such similar laws as may exist in the destination country. Transferable credits or benefits associated with the Goods, including trade credits, export credits, or rights to the refund of Taxes or fees, belong to Alcoa unless otherwise prohibited by Applicable Law. Supplier will provide Alcoa with all information and Records relating to the Goods necessary for Alcoa to:

- (a) receive these benefits, credits, and rights;
- (b) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements;
- (c) claim preferential duty treatment under applicable trade preference regimes; and
- (d) participate in any duty deferral or free trade zone programs of the country of import.

Supplier will be responsible for strict compliance with Applicable Laws associated with any importation or exportation of Goods or any Alcoa data and information, including obtaining any required licenses or approvals and, unless otherwise agreed between the Parties elsewhere in this Contract, the payment of all associated Taxes and fees.

23. **CUSTOMS, DUTY AND EXCISE TAX REMISSION:** Supplier will cooperate with Alcoa in seeking any customs, duty, drawback and excise tax remission available to Alcoa in connection with export by Alcoa of any Goods imported by Supplier and provided to Alcoa under this Contract, or incorporating, or manufactured by Alcoa from, such Goods. Without limitation, Supplier will (i) provide all information with respect to such imported Goods necessary to complete any such drawback, customs, duty and excise tax remission claims to be filed by Alcoa, including applicable entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties and excise tax paid by Supplier, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Alcoa's drawback or remission claims.

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

25. **ELECTRONIC COMMERCE:** Supplier acknowledges that Alcoa currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of documentation relating to the Contract. Supplier 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 Contract documentation electronically, and (ii) such 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.

26. **DUE DILIGENCE:** At Alcoa's request, Supplier will at its sole cost and expense (i) participate in a requested due diligence screening program (ii) have background checks performed on each employee that it plans to assign to work on Alcoa's premises, and (iii) comply with all applicable security criteria as issued and updated by the customs and border agencies of any government that can reasonably claim to have jurisdiction over matters connected to the Contract. Supplier will provide Alcoa with documentation of such compliance upon request.

27. **ENTIRE AGREEMENT:** 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. Regardless of the work performed by Supplier, the Supplier's compensation will not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Alcoa.

28. **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.

29. **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.

30. **ASSIGNMENT:** Neither this Contract, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Alcoa. No such consent or assignment will release Supplier or alter Supplier's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Alcoa will be null and void. Alcoa may assign this Contract at any time, in Alcoa's sole discretion.

31. **NO VIOLATION OF LAW:** The Parties agree to comply with Applicable Law for the duration of the Contract.

32. **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, will be resolved, governed by, construed, and enforced in accordance with the laws of the Province of Québec, regardless of the legal theory upon which such matters are asserted. The application of the United Nations Convention on Contracts for the International Sale of Goods 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 Montréal, which courts will have exclusive jurisdiction of all such disputes. Supplier waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.