

ALCOA NEDERLAND HOLDING B.V.  
AND ALUMINIO ESPANOL, S.L.U.  
STANDARD TERMS AND CONDITIONS  
FOR SELLING ALUMINUM PRIMARY AND  
SECONDARY PRODUCTS  
(Rev. 11/2021)

**THESE TERMS AND CONDITIONS APPLY TO THE SALE OF SELLER'S GOODS. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S FORMS OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO ANY PROVISION CONTAINED IN BUYER'S FORMS OR OTHERWISE.**

1. **Definitions.** The term "Seller" means Alcoa Nederland Holding B.V. or Aluminio Espanol, S.L.U., as identified in the Order, acting through any of their subsidiaries or affiliates, subject to the provisions of Section 9 below. The term "Buyer" means the party identified in the Order as the purchaser of Goods from Seller. The term "Order" means, the contract or deal-sheet attached hereto (or which has incorporated these standard terms and conditions by reference) pursuant to which Buyer has agreed to purchase Goods from Seller and Seller has agreed to sell Goods to the Buyer. The term "Goods" means all of the products and materials that Buyer has agreed to purchase from Seller as described in the Order.

2. **Order Acceptance.** Any Order is subject to acceptance by each the Seller and the Buyer, which acceptance shall be presumed where the Order has been executed by Buyer and Seller. Any Order is subject to all of the terms set forth herein and on the face of the Order, which terms shall constitute the sole terms and conditions of this Order (collectively, the "Terms and Conditions"). This Order can be modified only by a writing signed by both parties.

3. **Payment Terms.** Payment shall be made in US Dollars or Euro (as specified in the Order) by wire transfer and must be received by Seller in full, without set-off or other deduction, not later than the due date. Payment terms shall be as set forth on the face of the Order and shall be measured from the invoice date. The invoice date shall be the date upon which the Goods leave the Seller source facility and not the date of delivery to Buyer. If the payment due date falls on a day which is a Saturday, Sunday or legal holiday in Amsterdam, the Netherlands, then payment shall be due on the last business day immediately prior to such Saturday, Sunday or legal holiday. Failure by Buyer to make full payment by the due date shall constitute a default. In such case, and in addition to any other rights available to Seller at law or in equity, Seller will be entitled to assess interest charges at a rate of 1% per month upon Buyer for any overdue amounts (as well as on any judgment for the same). All Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may demand different terms of

payment from those specified above, and may demand additional assurance of Buyer's due payment. Seller may, upon the making of such demand, stop production and suspend shipments hereunder. 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, Seller may, at its option, treat such failure or refusal as a material breach of this Order or may resume production and demand payment in advance of shipment. In the unlikely event that Seller changes its remittance instructions, such as bank details, Seller will issue written instructions to Buyer on Seller's letterhead and, in addition, Seller will confirm these new instructions via a phone call from a Seller employee known to Buyer. If Buyer receives such a letter and confirmatory phone call from Seller, Buyer will confirm that the Seller representative can verify the current Seller bank account on file (in addition to any other verification policies and procedures that Buyer uses). Buyer will not change any Seller bank account information without the foregoing requirements being satisfied.

4. **Taxes.** The prices and charges stated on the face of the Order do not include excise, sales or use, VAT or other taxes (if any) now in effect or hereafter levied by reason of this transaction. All such taxes shall be for the Buyer's account (excluding any taxes relating to Seller's income).

5. **Delays.** Seller shall use reasonable efforts to fill this Order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling this Order nor liable for any losses or damages resulting from such delays, and this Order shall not be subject to cancellation for such delays.

6. **Force Majeure.** Neither party will be liable for failure in the performance of its obligations hereunder where such performance has been delayed or prevented due to accidents, strikes, lockouts or other labor disputes, shortage of labor, inability to obtain materials, fuel or power from normal sources, fires, floods or other acts of God, epidemics, pandemics, priorities required, requested or granted for the benefit of any government, restrictions imposed by any legislation or regulations thereunder, or any cause whether similar or dissimilar to those enumerated, beyond the reasonable control of the affected party. The affected party shall give written notice to the other party promptly after the occurrence of such an event and both parties shall be excused and relieved from performance or compliance during the continuance thereof (provided that the obligation to pay money shall not be excused).

7. **Warranty.** Seller warrants to Buyer that the Goods at the time of delivery to Buyer (A) will conform to the specifications on the face of the Order; (B) that Primary aluminum products described by recognized Aluminum Association designation will comply with ingot standards promulgated by the Aluminum Association; (C) that it will convey good title thereto and that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer; and (D) that such Goods will be free from defects in material and workmanship. All warranty claims must be made in writing by Buyer to Seller within ninety (90) days following shipment of the Goods to which such warranty claim relates. SELLER MAKES NO WARRANTY, EXPRESS OR

IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

8. Patents. Seller agrees to indemnify Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any patent registered with the European Patent Office (EPO) covering (A) standard commercial compositions offered for sale generally by Seller at the time of acceptance by it of this Order; or (B) standard commercial forms, shapes or constructions offered for sale generally by Seller at the time of acceptance by it of this Order, to the extent that such compositions, forms, shapes or constructions are supplied hereunder. Buyer agrees, for the Goods delivered under this Order, to indemnify Seller against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any patent registered with the European Patent Office (EPO) to the extent that such infringement arises from designs, specifications or instructions furnished or required by Buyer and different from the matters embraced by (A) and (B) of the preceding sentence. 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 clause. Neither party shall be entitled to indemnification under this clause as to any claim of infringement concerning which it does not give the other party prompt notice in writing upon learning thereof and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement. The sale of Goods covered by this Order shall not grant to Buyer any right or license of any kind under any patent owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

9. Subsidiaries and Affiliates. This Order may be performed by (i) Seller; or (ii) anyone or more persons subsidiary to or affiliated with Seller (collectively, "Affiliates"), provided the Seller shall remain responsible for such performance in accordance with the Order.

10. Default; Termination. A party may terminate this Order by written notice to the other party if: (i) the other party commits a material breach of this Agreement which has not been remedied within 15 days (5 days in the case of non-payment of monies due) of receipt of notice specifying the breach and requiring its remedy; (iii) or (ii) the other party generally ceases or suspends payment of, or is unable to pay, its debts as they come due, or any bankruptcy or other similar arrangement in satisfaction of debts is proposed or entered into.

11. Limitation of Liability. Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Seller's choice of (A) the replacement of nonconforming or defective Goods with conforming Goods at the delivery point shown on the face of the Order, and (B) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be

returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Seller shall not be liable for any incidental, consequential, indirect, special, exemplary, contingent, or punitive damages for (A) any breach of contract or warranty, whether based on theories of breach of warranty, breach of contract, tort, negligence, strict liability or otherwise; (B) the tender of defective or nonconforming Goods; or (C) breach of any other provision of this agreement; or (D) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer shall not exceed the purchase price of the Goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Goods, either alone or in combination with other products.

12. Delivery and Transportation. Delivery and transportation provisions applicable to this Order shall be those stated on the face of the Order. The delivery term shall be interpreted in accordance with Incoterms 2020 as published by the International Chamber of Commerce. Risk of damage or loss to Goods shall transfer from Seller to Buyer at the time of delivery and title of Goods shall transfer from Seller to Buyer upon Buyer's payment in full for such Goods subject to Section 13 below. The method and agency of transportation and the routing will be designated by Seller. Any packing, shipping and transportation charges that result from compliance with Buyer's requests - other than those which would be ordinarily designated by Seller - shall be for Buyer's account.

13. Retention of Title. As an additional guarantee of the fulfillment of Buyer's obligations, the Goods shall remain the property of Seller until any and all claims of Seller arising from its business relationship with Buyer have been paid in full. Specifically, notwithstanding any other rights, should Seller request surrender of the Goods subject to this Retention of Title clause, Buyer shall grant Seller immediate access to them.

14. Shipments; Shipping Weights. (A) Seller 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 the face of the Order. (B) Absent manifest error, Seller's shipping weights will govern for each shipment or partial shipment under the face of the Order. Should Buyer dispute the shipping weight of any shipment or partial shipment under the face of the Order, Buyer will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documents to substantiate the difference.

15. Compliance with Laws; Export Licensing. Buyer acknowledges and agrees that Seller has made the Safety Data Sheets for the Products available to Buyer at the following webpage: [alcoa.com/global/en/environment/msds\\_search.asp](http://alcoa.com/global/en/environment/msds_search.asp). Buyer shall comply with all applicable laws in the performance of this Agreement, including but not limited to those related to anti-corruption, anti-bribery, money-laundering, as well as national and international export and control regulations (including those of the United States of America ("U.S.")). Buyer will not transfer, export, or re-export, directly or

indirectly, any Product to (i) U.S. embargoed countries, or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations or (ii) any party listed by any applicable government or law as prohibited from receiving such products, and Buyer hereby represents that it is not on, or under control of any person or entity which is on any such list. Buyer covenants that the Products will only be used in compliance with applicable laws.

16. Standard Quantity Tolerances. Unless another tolerance is stated on the face of the Order, the quantity tolerance applicable to each item of Goods specified on the Order shall be +/- 3%.

17. Buyer's Warranty. Notwithstanding any other provision contained herein, Buyer, upon acceptance of Goods that are the subject of this Order, warrants that Buyer, its customers, successors, assigns, agents and employees ("Users") are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards (ii) all applicable laws, (iii) prudent safety practices and (iv) instructions provided by Seller, if any. Buyer shall release, hold harmless, indemnify and defend Seller from any liability (including without limitation liability for negligence or strict liability) claims, penalties, fines, forfeitures, damages and costs caused by, arising out of or relating to the Goods supplied hereunder or any act or omission of Buyer or a User or the Goods.

18. Confidentiality. Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of this Order to any third party.

19. Electronic Commerce. At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data and/or signatures. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

20. Governing Law; Dispute Resolution. This Order shall be governed by, interpreted and construed in accordance with the substantive laws of England and Wales excluding the United Nations Convention on Contracts for the International Sales of Goods of April 11, 1980 (CISG). Any dispute, controversy or claim arising out of or in connection with this Order, or the breach, termination or invalidity thereof, shall be litigated solely and exclusively in ordinary courts of London, England. Each party agrees that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

21. Price Indices. If any index used to determine the price of Goods under this Order ceases to be available, the parties agree to promptly negotiate in good faith a mutually satisfactory alternate price or reference.

22. Successors/Assignment. This Order shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. Seller has the right to assign this Order to any company within the Alcoa group upon written notification thereof to Buyer. Seller may also assign its right to receive payment under this Agreement without consent of Buyer. Except as provided herein or in Section 9 above, neither party may sell, assign, transfer, convey or delegate any of its rights or obligations under this Order without the prior written consent of the other party.

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

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

25. Miscellaneous. (a) Headings used herein are for convenience only and shall not be used for interpretive purpose. (b) A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. (c) If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. d) These terms and conditions will survive the fulfillment of this Order.