

**TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS**  
**(Rev. 12.11.09)**

1. **Definitions:** The term "Contract" or "Agreement" means these Terms and Conditions for Purchase of Products ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Alcoa Inc. ("Alcoa") or Novelis Corporation ("Novelis"), or their respective subsidiary(ies) or affiliate(s) who is to purchase Products supplied by Seller pursuant to this Contract. The term "Seller" means any individual, corporation or other entity who is to supply Products purchased by the Company pursuant to this Contract. The term "Products" means the goods or materials sold by Seller and purchased by Company under this Contract. The term "Agent" shall mean Evermore Recycling LLC.
2. **Scope and Acceptance:** All Products are supplied pursuant to this Contract. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained in the Agreement. Without the written consent of Company's authorized representative, no additional or different terms proposed by Seller will be deemed to have accepted the Contract.
3. **Blanket Order:** If this Contract is identified as a "Blanket" Contract or "Blanket" order or in some other manner references a specific quantity of Products to be purchased, Seller hereby acknowledges that the quantities specified and delivery dates listed in such "Blanket" Contract are contingent upon the issuance of a release by Company identifying the Products to be purchased and providing delivery directions. By accepting a "Blanket" Contract, Seller agrees to accept all releases issued by Company thereunder.
4. **Price/Terms:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added.
5. **Taxes: Seller 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 Seller for the privilege of doing business in a jurisdiction.** If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller. Notwithstanding whether Seller must collect sales and use tax from Company, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Products were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company 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 Seller, or the price or compensation under this Contract, or upon the Product provided hereunder, will be the responsibility and liability of Seller.
6. **Inspection and Quality Assurance:** All Products will, before delivery, be subject to inspection, tests, and audits by Company or its agent at reasonable times and places. Seller agrees to provide access for Company to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same.
7. **Rejection:** Products will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Contract or impair or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Products do not conform with the requirements of this Contract, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) return any or all nonconforming Products to Seller for reimbursement, credit, replacement, or repair as Company may direct; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Any Products rejected by Company and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. All such nonconforming Products that are so remedied will have the same warranty as stated in Section 8 from the date of re-delivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.
8. **Warranty:** Seller warrants that all Products will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) merchantable, free from defects in design, material and workmanship, (iii) as described and advertised, of good quality, fit for the intended purposes, (iv) free from all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, and (v) processed in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Products. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. All warranties and other provisions of this paragraph will survive inspection or acceptance of, payment for, and use of the Products and completion, termination, or cancellation of this Contract, and will run to Company, its customers, successors, and assigns, and to users of the Products.
9. **Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Agent, Company, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, customers and the users of Seller's Products ("Indemnitees") from all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, damages and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Liabilities") arising out of or in any manner connected with (i) the production and delivery of (if applicable), or any defect in, Products supplied hereunder; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them. Seller agrees to look exclusively to Alcoa for the resolution of any and all claims or liability arising from the sale, delivery, use or quality of any UBCs contained in Alcoa Loads. Seller agrees to indemnify and hold Agent and Novelis harmless for any costs, expenses, liability or claims arising from Alcoa Loads. Seller agrees to look exclusively to Novelis for the resolution of any and all claims or liability arising from the sale, delivery, use or quality of any UBCs contained in Novelis Loads. Seller agrees to indemnify and hold Agent and Alcoa harmless from any costs, expenses, liability or claims arising from Novelis Loads. Purchasers agree to be jointly and severally liable for any breach of this Agreement with respect to loads that have not been designated by Agent as Alcoa Loads or Novelis Loads.
10. **Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees. To the extent permitted by law, Seller's Workers' Compensation Insurer or Seller, if self-insured, agrees to waive rights of subrogation against Company; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Bodily Injury by Disease with limits of not less than \$1,000,000 per policy; and (c) Commercial General Liability Insurance for bodily injury, personal injury and property damage, including coverage for products/completed operations and contractual liability, with combined limits of not less than \$5,000,000 per occurrence. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company, certifying that (a) the required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after prior written notice has been delivered to Company, (b) Company is designated as an additional insured on Seller's Commercial General Liability policy and (c) all of Seller's insurance identified herein will be primary and not contributory or excess of any other insurance carried by or on behalf of Company. Seller may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies. The insurance requirements in this paragraph are

separate and distinct from any other obligations of Seller contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way Seller's liability arising under this Contract.

11. **Termination:** In addition to remedies available under applicable law, Company may terminate this Contract or any releases issued pursuant to this Contract, in whole or in part, at any time for convenience by giving thirty (30) days' written notice to Seller.
12. **Payments:** Unless otherwise expressly set forth in this Contract, the terms of payment are net 30 days after Company's receipt of either Seller's, valid invoice, or the Products, whichever is later. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Products, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Payment by Company of an invoice from Seller does not constitute acceptance of the Products covered by the invoice
13. **Confidentiality:** At all times prior to, during, and after the Contract, Seller will (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of a Contract; and (iii) not use Confidential Information except for performance of a Contract. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract. Without limiting the direct liability of Seller's employees and others who may have received Confidential Information directly or indirectly from Seller, Seller will be responsible for the disclosure or other misuse of Confidential Information by Seller's employees and others, and Seller will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Seller's employees and others of which Seller becomes aware. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller's further use of Confidential Information for any purpose. Upon receipt of such notice, Seller will, and will cause Seller's employees to, promptly cease all further use of Confidential Information, return to Company all physical materials containing Confidential Information, whether the materials were originally provided by Company or copied or otherwise prepared by Seller or any Seller employee, and erase or otherwise destroy any Confidential Information kept by Seller or any Seller employee in electronic or other non-physical form. Such termination by Company will not affect Seller's continuing obligations in this Section 13. Seller agrees that no information disclosed by it to Company will be confidential unless due notice thereof is given in advance to and accepted by Company in writing.
14. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company.
15. **Assignment:** Neither this Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company.
16. **No Violation of Law:** Seller and the Products will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination.
17. **Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations.
18. **Changes:** Company may, at any time, in writing, make changes to the general scope of this Contract, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly.
19. **Notifications:** Seller agrees to immediately notify Company of any actual or possible safety problems with the Products delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Contract.
20. **Force Majeure:** Neither party shall be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary event beyond the reasonable control without its fault or negligence.
21. **Shipping:** Seller shall package and ship Products in strict accordance with Company's instructions and in accordance with applicable laws. Seller will be responsible for all extra charges incurred because of Seller's failure to follow Company's packaging and shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Contract.
22. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Company. If the Contract is identified as a "Blanket" Contract or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in releases or other instructions from Company. Company will have no liability for payment of Products delivered to Company which are in excess of quantities specified in the Contract or in releases and Company may return overshipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Company may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments.
23. **Company Name/Logo:** Seller may not use the Company's name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Company.
24. **Other Provisions:** This Contract is governed by the laws applicable within the city, state or province of the Company's respective delivery location for the Products, excluding its laws related to choice or conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. Any and all disputes between the parties that may arise pursuant to this Contract will be heard and determined before an appropriate arbitrator, federal, or state court located in the city, state or province of the Company's respective delivery location for the Products. The Seller acknowledges and agrees that any such court will have the jurisdiction to interpret and enforce the provisions hereof and/or an arbitrator's judgment, and the Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in any of the above tribunals. Company's failure to assert any right is not a waiver of such right or any other right. Any remedies provided herein to Company are cumulative and in addition to any other remedies provided in law or equity or by statute. In the event of any conflict, the order of precedence will be as follows: (i) any special or specific terms set forth on the Agent's applicable purchase order, (ii) the Agreement, (iii) any attachments thereto, (iv) these terms and conditions for purchase.