



**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES AND/OR GOODS
CONSTELLIUM AUTOMOTIVE USA, LLC**

1. **AGREEMENT.** These terms and conditions ("**T & Cs**"), together with the attached purchase order ("**PO**"), constitute the entire agreement of the parties. Any different or additional terms of Seller are rejected in their entirety. These T & Cs govern and prevail over any conflicting terms in the PO, which is an offer to purchase, not an acceptance of an offer to sell, the specified services ("**Services**") and/or goods ("**Goods**") identified in the PO. Capitalized terms shall have the meaning found in the PO or these T & Cs.

2. **COMPLIANCE WITH PO.** Seller agrees, and will cause each of its subcontractors, if any, to agree, that (i) it will provide and perform no Services and/or deliver no Goods, other than those expressly requested by Purchaser in the PO (including any change orders issued by Purchaser); and (ii) it will not be paid for any Services and/or Goods not expressly requested by Purchaser in the PO, unless such Services and/or Goods are authorized by Purchaser in a change order issued before such Services are performed or Goods are delivered. Seller expressly waives, and will cause each of its subcontractors to agree to waive, any claim to payments for any additional or different Services performed or Goods delivered in violation of this section.

3. **CHANGE ORDERS.** Purchaser may, by written notice to Seller, issue change orders within the general scope of the PO, which Seller shall promptly implement. Any resulting differences in price or time for performance are binding only if approved by Purchaser.

4. **FORCE MAJEURE.** Neither party shall be liable to the other for a delay or non-performance due to force majeure causes that are outside its control, and that are not avoidable with due care. Force majeure events means acts of God, natural disasters, wars and acts of terrorism. The party encountering the force majeure event shall give the other party written notice of any event or circumstance that is reasonably likely to result in a force majeure event within three (3) days of the occurrence thereof, and the anticipated duration of such event. Such party shall also use all diligent efforts to end the force majeure event, ensure that the effects of any force majeure event are minimized and resume full performance under these T & Cs as soon as possible.

5. **DESIGN RESPONSIBILITY; TOOLS.** If Seller's performance involves designing equipment, machinery, materials or products, Seller has sole design responsibility. All labor, tools, equipment, machinery and other materials will be supplied by Seller.

6. **WARRANTIES.** Without waiving any other rights available to Purchaser under applicable law, Seller warrants that it knows Purchaser's intended use for the Services and/or Goods and, for a period of no less than one (1) year from the date of Purchaser's acceptance thereof (or such longer period of time as set forth in the PO), that all such Services and/or Goods are (i) merchantable, (ii) fit for the particular purpose intended, (iii) free from all defects in design, workmanship and material, (iv) strictly conform with specifications, samples, drawings, designs or other descriptions specified by Purchaser, and (v) are free and clear of all liens, security interests, or other encumbrances. Seller warrants to Purchaser that all Services will be performed by qualified and, as applicable, licensed personnel, in accordance with the highest prevailing industry standards, and in accordance with all applicable specifications and requirements. Any Services or Goods that do not perform as warranted shall either be reperfomed, repaired or replaced by Seller at no additional cost to Purchaser or Seller shall refund the purchase price and transportation costs, if any, applicable thereto, whichever option Purchaser selects. Any reperfomed, repaired or replaced Services and/or Goods shall be covered by the foregoing warranties from the date of such repair or replacement. Seller's obligations hereunder shall survive inspection, test, acceptance, use or payment by Purchaser.

7. **TERMS OF PAYMENT.** Seller will promptly submit to Purchaser complete invoices, supporting documentation and other information reasonably required by Purchaser in connection with the performance of the Services and/or delivery of the Goods. Purchaser may withhold payment until such documents are received and verified. Seller is required to have proof of delivery of all materials delivered to Purchaser, signed by an authorized representative of Purchaser. Failure to obtain such required signature will result in non-payment by Purchaser. Seller shall submit invoices to Purchaser's Accounts Payable department within thirty (30) days from approval by Purchaser's authorized representative of Purchaser's form "times and materials" sheet properly completed by Seller. Failure to receive a signed "times and materials" sheet will result in non-payment. Purchaser shall pay properly submitted, complete and undisputed invoice within sixty (60) days after receipt. Purchaser may withhold payment until a properly submitted, complete and undisputed invoice has been received and verified by it. Purchaser will not be responsible for delay in receipt of Seller's invoices and required supporting documents. Should delay occur, time allowed by the Seller for payment of invoices or for accepting a cash discount offered shall commence on the date on which invoices, complete with any required

supporting documents, are properly received by Purchaser. Unless otherwise provided in a PO, all invoices must be submitted within twelve (12) months from the date of performance of the applicable Services and/or delivery of the applicable Goods. All payments by Purchaser to Seller will be made in U.S. dollars via electronic transfer, unless otherwise expressly agreed to, in writing, by Purchaser. As a condition precedent to receiving final payment, Seller may be required to execute a release of claims. Late payments do not accrue interest nor give rise to reimbursement for collection costs or related attorneys' fees. For Seller to exercise any legal rights or remedies with regards to any late payment of Purchaser, Seller must first give Purchaser at least 20 business days' prior written notice that a payment is late prior to taking any other action with respect to such payment, and during such 20-business day period Purchaser may cure its late payment without suffering any adverse consequence.

8. ACCEPTANCE. Purchaser shall examine and test the Services and/or Goods to determine in its discretion whether they conform to specifications. Unless otherwise provided in the PO, acceptance shall occur upon the earlier of Purchaser's written notification of acceptance or sixty (60) calendar days after completion of performance of a Service or delivery of a Good. Any acceptance shall not alter Seller's obligations to Purchaser including, without limitation, Seller's warranty obligations. Seller shall take all actions to promptly correct and/or replace any rejected Services and/or Goods. Seller shall notify Purchaser in writing when corrections, modifications, or replacements have been made, to allow Purchaser to commence retesting as soon as reasonably practicable. If, in Purchaser's sole discretion, the Services and/or Goods still fail, then Purchaser will promptly notify Seller in writing, and Purchaser shall have the right, at its option, to (i) terminate the PO or any portion thereof (without any liability to Seller) by giving written notice of termination to Seller; (ii) purchase the Services and/or Goods or uncompleted portion thereof; (iii) replace (including from another seller) or correct the nonconforming Services and/or Goods, at the expense of Seller, and exercise its Setoff Rights, as provided in Section 10 hereof. Seller will refund to Purchaser, within fifteen (15) days of written notice of termination, all monies paid by Purchaser for such Services and/or Goods. Purchaser may reject previously accepted Services and/or Goods if Seller has committed fraud.

9. LIENS. Seller shall not file, and shall immediately discharge, cause to be discharged and/or obtain releases for all liens, claims, stop notices or attachments (collectively, a "Lien") which may be filed (whether by Seller or its agents, suppliers or contractors) in connection with its performance hereunder. Purchaser may condition payment upon such a release. If Seller fails to immediately discharge and obtain a release for any Lien, then Purchaser shall have the right to take any and all actions necessary to discharge the Lien and Seller shall reimburse Purchaser for all its costs,

fees, and expenses (including reasonable attorney fees) related to such actions. If Seller fails to reimburse Purchaser within ten (10) days of a receipt therefor, such failure shall constitute an event of default under these T & Cs.

10. SETOFF. Purchaser may set off against or recoup from any amounts due or to become due to Seller, any amounts due to Purchaser by Seller, however and whenever arising. If Purchaser reasonably feels itself at risk, it may withhold and recoup a corresponding amount due Seller. Seller cannot set off. For purposes of this Section only, "**Purchaser**" and "**Seller**" shall include parent companies, subsidiaries, brother/sister companies and affiliates.

11. TRANSPORTATION CHARGES; DELIVERY AND RISK OF LOSS. Unless otherwise expressly requested by Purchaser in the PO, shipments shall be per incoterms 2020, DDP at Purchaser's designated delivery site. Title shall shift to Purchaser upon delivery to Purchaser's designated delivery site. Seller shall pay excess costs if it fails to follow Purchaser's shipping instructions. If Seller prepays transportation charges, the amount shall be separately stated or invoiced, and documented. Such costs will not exceed Seller's actual costs. Purchaser is not liable for any excess.

12. INTELLECTUAL PROPERTY RIGHTS. Seller warrants that the purchase, use or sale of the Services and/or Goods do not and will not infringe or misappropriate any patent, trademark, copyright, trade secret or other intellectual property right. Purchaser shall have full right and authority to use any applicable intellectual property rights related to the Services and/or Goods. Purchaser shall own all intellectual property rights related to its designs and proprietary materials.

13. CONFIDENTIALITY. Seller shall hold confidential and use only for Purchaser's benefit any information furnished by Purchaser at any time, including prior to the issuance of, or after the expiration or termination of, the PO or originated or developed in connection with the PO. Seller will not announce, publicize, or otherwise make known its relationship with Purchaser, including these T & Cs, unless otherwise agreed, in writing, by Purchaser, in advance, in its sole discretion. Seller's confidentiality and use obligations shall survive termination or expiration of this Agreement and will continue for a period of five (5) years thereafter or for as long as Purchaser's information remains a trade secret, whichever is longer.

14. TERMINATION. Purchaser may terminate these T & Cs generally or a specific PO in whole or in part at any time without cause upon prior notice to Seller. For standard Services and/or Goods, Purchaser's only obligation to Seller shall be to pay for Services and/or Goods accepted prior to termination. For other Services and Goods, Purchaser's only obligation to Seller shall be to pay (i) documented direct costs incurred by Seller until the effective date of termination, (ii) the documented direct costs incurred by

Seller in complying with Purchaser's instructions in the termination notice, and (iii) other documented costs as Purchaser may approve; *provided, however*, that such payment, when added to all payments made to Seller under the PO, shall not exceed the total amount which Seller would have been entitled to receive had there been no termination. Either party may, upon notice to the other party, terminate these T & Cs generally or a specific PO, in whole or in part, upon such other party becoming insolvent, having a trustee or receiver of its business or assets appointed, making an assignment for the benefit of creditors, or having a bankruptcy petition filed against it (which, if involuntary, is not dismissed within thirty (30) days).

15. **INDEMNITY.** Seller shall protect, defend and indemnify Purchaser, its affiliates, and its and their directors, officers, employees, agents and representatives from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liabilities of every kind and character whatsoever (including, but not limited to, attorneys' fees and costs and expenses of defense) which arise out of or in connection with or result from Seller's performance hereunder or Seller's actual or alleged breach of its obligations or warranties; *provided, however*, that this provision shall not apply to any personal injury or property damage to the extent directly caused by Purchaser's negligence or willful misconduct. Purchaser's liability for any loss or damage in any way connected with, arising out of or resulting from these T & Cs or the PO shall not exceed the price allocable to the particular goods or services upon which such liability is based, regardless of whether such liability arises in contract, tort (including, but not limited to, negligence or strict liability) or otherwise. In no event shall Purchaser be liable to Seller for loss of profits or revenue or for any incidental, consequential, special or punitive damages.

16. **ASSIGNMENTS AND SUBCONTRACTS.** Seller shall not, without Purchaser's prior written consent, assign the PO or any payments due to it, or subcontract production or performance required of it. These T & Cs and the PO shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of Seller and Purchaser.

17. **DELIVERY.** Seller agrees that time is of the essence in performance, and damages to Purchaser may result from delay. If performance of the Services and/or delivery of the Goods is not completed within the specified time, Purchaser shall have the right, without incurring liability to Seller, (i) to terminate the PO as to the Services and/or Goods not delivered, accepted or performed and (ii) to purchase substitute Services and/or Goods and charge Seller for any resulting incurred loss or additional cost.

18. **AUDITS AND RECORDKEEPING.** Upon reasonable notice, Seller shall permit Purchaser and its representatives or agents to visit Seller's offices and relevant manufacturing facilities to audit and inspect relevant activities and records,

and arrange visits with Seller's suppliers and subcontractors. For ten years after completion, cancellation or termination of the PO, Seller shall retain its books and records related to the PO and make them available upon Purchaser's reasonable request.

19. **PRICE.** Seller warrants that the prices set forth in the PO are complete, and no additional charge of any kind will be added without Purchaser's prior written consent including, without limitation, any surcharge, adder or charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Seller warrants that the prices for the Services and/or Goods covered by the PO are not less favorable than those extended to others for like or smaller quantities of the same or similar goods or services. If Seller charges lower prices to others for such goods or services before it has delivered or performed all of the Services and/or Goods covered by the PO, Seller shall offer to reduce the prices under the PO proportionately.

20. **DEFAULT.** If Seller breaches any of its obligations or warranties hereunder, Purchaser may terminate the PO in whole or in part, upon notice to Seller, without incurring liability to Seller.

21. **RIGHTS, REMEDIES AND WARRANTIES.** Purchaser's rights and remedies, and each warranty made by Seller, hereunder are cumulative and in addition to other or further rights, remedies or warranties provided by law or in equity, including, without limitation, consequential, incidental and other indirect damages. Each warranty shall survive any delivery, inspection, acceptance, or payment of or for the Services or Goods by Purchaser.

22. **UNIFORM COMMERCIAL CODE.** Article 2 of the Uniform Commercial Code, including (without limitation) all rights, obligations, remedies and warranties set forth therein, shall apply to the PO regardless of whether it covers services, leasing of goods or any other transaction not expressly within the scope of Article 2.

23. **WAIVER.** Purchaser shall not be deemed to have waived any right, power, privilege or remedy unless it is in writing and duly executed. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver by Purchaser of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by Purchaser or the exercise of any other right, power, privilege or remedy by Purchaser.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Michigan, without regard to its conflicts of laws provisions, govern the validity, interpretation, construction and effect of these T & Cs and the PO. Exclusive venue for all disputes arising under or relating to these T & Cs, the PO, and the Services and/or Goods shall be in the State of Michigan.

25. **GENERAL.** These T & Cs may not be amended without Purchaser's written consent. If any provision of these T & Cs is determined by a court of competent jurisdiction to be null

and void or unenforceable, it shall be deemed to be severed, and the remaining provisions shall remain in full force and effect. The headings herein are for convenience of reference only and shall not affect its interpretation or construction. Any applicable statute of limitations runs from the date of Purchaser's discovery of Seller's breach of its obligations or warranties hereunder.

26. TRANSITION OF SUPPLY. After termination, expiration or cancellation of the PO and/or these T & Cs, Purchaser may purchase the Services and/or Goods from another seller. Seller shall cooperate in the transition to such other seller including continuing production and delivery as directed by Purchaser, in compliance with these T & Cs and the PO. Seller will provide overtime production, storage and/or management of extra inventory, extraordinary packaging and transportation and other special services reasonably requested by Purchaser in writing. At no additional cost to Purchaser, Seller will promptly provide all reasonably requested information, documentation, and samples, and access to Seller's manufacturing process; *provided, however*, that Seller shall not be required to provide Purchaser or its new seller with transition assistance that would require the disclosure of demonstrably confidential or proprietary information of Seller. Upon request, Seller will return all of Purchaser's property in as good condition as when received by Seller (reasonable wear and tear excepted). If re-sourcing occurs for reasons other than Seller's termination or breach, Purchaser will, at the end of the transition period, pay Seller's reasonable, documented costs provided that, upon request, Seller has advised Purchaser prior to incurring such amounts of its estimate of such costs.

27. INSURANCE. In compliance with applicable policy of Purchaser, prior to any performance of Services and/or delivery of Goods by Seller hereunder, including, without limitation, entry by Seller onto the delivery or performance site designated by Purchaser, as applicable, Seller must provide Purchaser a certificate or other evidence of insurance, in a form acceptable to Purchaser, evidencing that the insurance reasonably required by Purchaser is carried by the Seller. Seller shall provide Purchaser with a current certificate of insurance or other evidence of insurance, in a form reasonably satisfactory to Purchaser, upon expiration or renewal of the insurance coverage reflected on the originally-provided certificate/evidence of insurance, evidencing that the required insurance coverage continues to be carried.

28. SAFETY. Seller will provide all safeguards and precautions necessary in connection with the provision of the Services and/or Goods to prevent the occurrence of any accident, injury, death, loss or damage to any person or property, and Seller will be solely responsible for any such occurrences (except to the extent attributable to Purchaser's gross negligence or willful misconduct). Seller warrants that all Services and/or Goods will comply with all applicable Purchaser requirements concerning safety,

performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Purchaser. Seller agrees to immediately notify Purchaser of any actual or possible safety or quality problems attributable to the Services performed and/or Goods delivered hereunder. The occurrence of two or more safety or security violations, or any safety violation that does or could reasonably result in personal injury or death or in property damage with a value over \$10,000, at Purchaser's facility by Seller or its agents is a material breach of this Agreement.

29. PURCHASER CODE OF CONDUCT. Seller acknowledges that it has access to, has read, and agrees to observe and comply with Purchaser's *Code of Conduct*, as set forth at www.constellium.com, as modified or amended by Purchaser from time to time.

30. INFORMATION SECURITY. Seller shall have and maintain adequate information security safeguards and proof of an appropriate level of information security within Seller's business. Upon Purchaser's request, Seller shall deliver to Purchaser certification according to the VDA model TISAX (Trusted Information Security Assessment Exchange) or such other appropriate certificates (e.g. ISO/IEC 27001) Purchaser may consent to. Such certification or certificates shall be provided immediately unless Purchaser and Seller agree otherwise. Seller shall also pass on, and monitor compliance with, the above information security requirements and required TISAX certification, or such other appropriate certificates, to its suppliers/subcontractors.

31. IMPORT/EXPORT COMPLIANCE. Purchaser will not be a party to the importation of goods related to the Services and/or the Goods. The transaction(s) represented by the PO will be consummated subsequent to importation, and Seller will neither cause nor permit Purchaser's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Services and/or Goods belong to Purchaser unless prohibited by applicable law, and Seller will provide all relevant documents to Purchaser to allow it to receive such benefits or fulfill any related obligations. Seller is responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of goods related to the Services and/or Goods, including, without limitation, payment of all associated duties, taxes and fees.

32. TAXES. Unless otherwise expressly agreed by the parties, Seller's prices quoted to Purchaser shall be exclusive of any governmental impost or duty and of any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales prices, or use of goods. Seller's invoice shall separately identify any rental tax.

Purchaser will provide Seller with a copy of its *Sales and Use Tax Direct Pay Permit* allowing it to purchase all tangible personal property without payment of sales or use tax to Seller (with the exception of rental tax). As such, Seller's prices quoted to Purchaser shall be exclusive of such taxes.

33. **UNION AGREEMENTS.** Seller acknowledges that Purchaser's operations are governed by agreements between Purchaser and certain labor unions. Seller agrees that it will take any action necessary, consistent with

applicable law and compatible with such union agreements, to avoid disrupting the relationship and interactions between Purchaser and its employees.

34. **COMPLIANCE WITH LAW.** Seller shall perform hereunder in compliance with all applicable laws, regulations, rules, ordinances, codes and provisions including, without limitation, all those relating to labor, employment, safety and the environment, and the highest applicable professional standards