

GENERAL TERMS AND CONDITIONS OF PURCHASE CONSTELLIUM EXTRUSIONS DEUTSCHLAND GMBH

1. SUBJECT

The following General Terms and Conditions of Purchase only apply to all orders of goods, products and related services (hereinafter referred to as "Deliveries") and services by the Customer.

They are the subject of the purchase contract to be concluded which indicates the type of deliveries and/or services that the Supplier undertakes to deliver.

2. DEFINITIONS

"Purchaser" is every company in which Constellium Extrusions Deutschland GmbH has the direct or indirect majority of shares or the direct or indirect voting majority. "Service" means performance of any kind that the Customer needs.

3. CONTRACT DOCUMENTS

The following ranking applies for the contents of the purchase contract:

- the written contract signed by the contracting parties and/or
- the order,
- these General Terms and Conditions of Purchase,
- the specification sheet,
- the technical product specifications,
- the order confirmation.

4. ENTRY INTO FORCE AND DURATION OF THE PURCHASE CONTRACT

The contract comes into effect on the day of receipt of the order confirmation by the Customer. This order confirmation must be sent to the Customer within ten (10) working days from the date of the order submission, provided that a different deadline has not been expressly specified by the Customer. Declarations or additional conditions of the Supplier that deviate from the order, e.g. in letters or in the General Terms and Conditions of Business which are submitted together with the order confirmation, are only effective if they are expressly acknowledged by the Customer in writing.

In deviation from paragraph 1 of this article, with an online, oral or telephone order, the contract only comes into effect if the Customer has issued its written consent (also by email, fax or another form that allows documentation by text) after the order has been submitted and the order confirmed by the party that created the offer.

The order is deemed to be accepted at the conditions specified therein with the start of the implementation of the order, even if this occurs before the end of the ten (10) working days period from the order date.

5. PRICE – PAYMENT TERMS

The price for the deliveries is specified in the order. Subject to agreement otherwise in the order, the price is a fixed price, and may be a lump-sum price, without VAT or sales tax. The payment terms are specified in the order. Subject to agreement otherwise in the order, payments are made after thirty days (30) with deduction of a three per cent (3%) discount or after sixty days (60) net after receipt of invoice by the Customer.

The assignment or transfer of its claim by the Supplier requires the explicit prior consent from the Customer to be valid. The Customer can offset existing receivables of its own against those of the Supplier with the payments to be made in the context of the fulfilment of the purchase contract.

6. DEADLINES

The Customer reserves the right to inspect the progress and the adequate fulfilment of the purchase contract by the Supplier, or have the progress and the adequate fulfilment checked. The deadlines specified in the order represent a binding obligation for the Supplier; any change to the deadlines specified in the order can only be made with the prior written consent from the Customer.

The envisaged contractual penalties are agreed in the order. The Supplier must notify the Customer immediately of any circumstance that could affect the agreed deadlines. In the event of a delay in the deadline on the part of the Supplier, the Customer reserves the right to have all costs incurred by the delayed delivery or service reimbursed by the Supplier. The acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation. Repeated non-compliance with the delivery date entitles the Customer to withdraw from the purchase contract without setting a grace period.

7. TRANSPORT DELIVERY

The Supplier must dispatch the deliveries at its expense and risk "delivered duty paid" (DDP in accordance with the Incoterms applicable on the order date) by the delivery date to the place of delivery specified in the order. All fees and charges will be settled by it, unless otherwise agreed by the contracting parties.

The packaging of the deliveries must be adjusted with the product, the means of transport and its proper unloading at the destination.

8. ACCEPTANCE

A protocol will be drawn up on acceptance in which the Customer declares that it accepts the deliveries and/or services, the subject of the order, with or without reservation. Therefore, there is no implicit acceptance.

Regardless of the form of acceptance, the goal of acceptance is to check the conformity of the deliveries and/or services with regard to quantity and quality and requires the Supplier to have handed over the documentation and other information to be delivered in accordance with the order.

The acceptance of deliveries and/or services does not mean any change or cancellation of the obligations of the Supplier. It remains fully responsible for the conformity of its deliveries and/or services:

- with the specifications of the order,
- with the usability of the deliveries for their intended purpose,
- with the applicable legal provisions, laws and standards.

If it is revealed during acceptance that the Supplier has not fulfilled its contractual or legal obligations, the Customer reserves the right not to certify acceptance and to apply the provisions of the following Article 12, irrespective of other complaints.

9. TRANSFER OF OWNERSHIP

By law, the transfer of ownership to the benefit of the Customer takes place on the date of the quantitative/qualitative acceptance, but at the latest with payment.

10. WARRANTY

The Customer has to notify the Supplier defects in the delivery immediately and in writing as soon as they are determined according to the circumstances of an ordinary business process. In this respect, the Supplier waives the objection of delayed notification of defect, regardless of the statutory warranty period. Reference samples, deliveries and services that do not correspond to the given provisions and agreements, DIN standards and other quality provisions entitle the Customer - even if the test was restricted to random samples - at its choice to withdraw from the contract in its entirety or in part without any compensation or to demand a reduction in the purchase price or at its own discretion to carry out any rectification itself at the Supplier's cost or to demand a new delivery or rectification. If such errors are only noticed during handling or processing or use, the Supplier is obligated to reimburse all costs and expenses associated with them and their elimination. The Supplier guarantees the traceability of its deliveries and undertakes to provide the Customer with any information about sources and properties of its deliveries.

11. INSURANCE

The Supplier must be the holder of an insurance policy that covers all personal injury, damage to property and damages, of a direct or indirect nature, in connection with the contract fulfilment that is caused by it or its subcontractors or sub-suppliers.

The insurance sum for third-party liability, public and products liability of the Supplier must amount to at least ten (10) million euros for the purchase of a service or goods with a value of below one (1) million euros and at least twenty (20) million euros for the purchase of a service or goods worth over one (1) million euros.

This insurance policy must be taken out with an acknowledged solvent insurance company and the Supplier must provide proof of this insurance policy and the payment of the premiums at any time on simple request from the Customer.

Such insurance must exist for the entire term of the contract.

12. LIABILITY

The Supplier must review the information and data in the individual components of the purchase contract for compatibility with the applicable statutory provisions and regulations and the state of the art and inform the Customer of its concerns in the given case.

The non-compliance with the provisions of the order by the Supplier, in particular regarding, but not limited to, deadlines, conformity and performance, represents conduct that in the execution of the order establishes the liability of the Supplier for any material or intangible damage that the Customer suffers as a result of fault on the part of the Supplier or its vicarious agents.

13. PROPERTY RIGHTS

The Supplier indemnifies the Customer from all claims relating to industrial property rights within the framework of the fulfilment of the contract and/or the performance and the use of the delivery.

The Supplier shall assign and transfer to the Customer, if applicable after prior agreement, specifically in each case after creation, the exclusive right to all productions implemented during the order (of a technical or intellectual nature and on any medium) as well as the pending industrial property rights and, in particular, the right to reproduction, presentation, adaptation, marketing and usage, and to do so for the entire duration of the property right.

Accordingly, only the Customer is entitled to use, reproduce, adapt, change, distribute and operate such productions, regardless of what form and on which medium.

The plans, working drawings, sketches, manufacturing diagrams, models, software, notes and in general all documents and all written and oral information that were transmitted to the Supplier during fulfilment of the contract remain the sole property of the Customer or the originator.

14. CONFIDENTIALITY

All information, regardless of what type or on which medium, that is transmitted to the Supplier in connection with the contract or of which it gains knowledge must be treated by it as strictly confidential and only used for the execution of the order.

The Supplier warrants the compliance with this clause by its subcontractors or sub-suppliers.

In its direct and indirect advertising, the Supplier may only make reference to the business relationship based on this contract if the Customer has agreed to this in writing beforehand.

15. WITHDRAWAL

If the Supplier fails to comply with one of its obligations arising from the purchase contract and has not fulfilled this obligation despite a reminder within a reasonable period of two weeks, the Customer can exercise its right of withdrawal, without prejudice to the compensation that the Customer can demand from the Supplier as compensation for the damages incurred.

In this case, the Supplier must reimburse the Customer on account payments already made.

16. AWARD OF ORDER TO SUBCONTRACTORS

The Supplier can only award orders to subcontractors or sub-suppliers with the prior written consent from the Customer. In this case, however, the Supplier remains solely responsible for the fulfilment of the contract.

17. CONTRACT ASSIGNMENT

The Supplier can only assign the contract in whole or in part with the prior written consent from the Customer.

18. FORCE MAJEURE

Force majeure is deemed to be any event that acts from outside and is unforeseeable and unavoidable and makes the execution of the contractual obligations impossible in their entirety or in part.

The contractual partner concerned shall inform the other contracting party in writing within forty-eight (48) hours of the occurrence of such an event, and in the event of the contractually stipulated delivery periods being redefined, the deadlines will be postponed according to the duration of the case of force majeure.

If the event of force majeure exists over a period of more than thirty (30) working days, the Customer can withdraw from the contract in writing.

The following are not generally deemed to be cases of force majeure:

- strikes at the Supplier, its subcontractors or sub-suppliers;
- the direct or indirect effects of faults in the data processing systems of the suppliers, of their subcontractors or sub-suppliers.

The termination of the event of force majeure must be communicated to the contractual partner in writing within forty-eight (48) hours of its termination.

19. CODE OF CONDUCT - HYGIENE – SAFETY – ENVIRONMENTAL PROTECTION

The Supplier acknowledges that the Customer has created the Constellium Supplier Code of Conduct ("Supplier Code of Conduct"), of which a copy is available in German on request and

at <https://www.constellium.com/sustainability/downloads/policies-codes-conduct> - "Supplier Code of Conduct".

The Supplier undertakes to comply with and implement its requirements in the form that is appropriately adapted by us from time to time. On request, the Supplier confirms its consent by signing a copy of the Supplier Code of Conduct. The Supplier undertakes: (i) to permit the Customer or an external auditor appointed by the latter to inspect and check the Supplier's plant, and to check the relevant records of the Supplier, to confirm compliance with the Supplier Code of Conduct by the Supplier; (ii) to grant access to the records, plants and personnel of the Supplier in connection with such a visit and inspection; and (iii) to take corrective measures immediately in order to correct any lack of compliance with the Supplier Code of Conduct. If the Supplier has not resolved a violation of the Supplier Code of Conduct after a reasonable period of time, this is deemed to be a material breach of contract.

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The Supplier bears sole responsibility for its staff; it must therefore ensure that its staff are aware of: i) the work regulations, ii) the safety regulations, iii) special regulations, in particular the rules for wearing individual protective equipment and any environmental protection regulations that exist in the Customer's sector.

20. DATA PROTECTION – MINIMUM WAGE ACT – EMPLOYEE SECONDMENT LAW

The Customer is required as part of the contractual relationship with the Supplier and its processing to record and process personal data of the Supplier. Further information on data protection for suppliers can be found on the Constellium website <https://www.constellium.com/node/1802>.

The Supplier who provides a service or work for the Customer pursuant to Section 13 of the MiLoG (Mindestlohngesetz [Minimum Wage Act]) undertakes to pay its employees the statutory minimum wage according to the rules of the applicable Minimum Wage Act (MiLoG). It will also impose this obligation on the subcontractors that it uses and on contractors used by its subcontractors. The Supplier will submit suitable (anonymised) documents to the Customer at any time on request that enable the Customer to inspect compliance with the MiLoG by the Supplier.

In the execution of deliveries, the Supplier is obligated to comply with all its obligations resulting from the Employee Secondment Act (AentG), if applicable, (e.g. the full payment of social security contributions).

A violation by the Supplier of the regulations listed here is deemed to be a material breach of contract.

21. APPLICABLE LAW; PLACE OF JURISDICTION AND PLACE OF PERFORMANCE

German law applies. If it is a foreign supplier, German law applies to the exclusion of the regulations regarding choice of law and to the exclusion of the Vienna Convention dated 11 April 1980 which regulates the international purchase of goods.

The place of performance and place of jurisdiction is the registered office of the Customer.