

**CONSTELLIUM AUTOMOTIVE MÉXICO, S. DE R.L. DE C.V.  
GENERAL PURCHASING TERMS & CONDITIONS**

**1. ENTIRE AGREEMENT:** Except as may otherwise be agreed to in writing, or as provided in these General Purchasing Terms and Conditions (“Terms and Conditions”), a purchase order (issued in accordance with Section 3(a)) or purchase agreement (and any appendices thereto) and these Terms and Conditions constitute the agreement between the Parties (collectively, the “Purchase Order” or “Order”) for the purchase of the product(s) or service(s) designated therein (collectively “Product”).

**2. PARTIES:** Constellium Automotive México, S. de R.L. de C.V., shall be referred to herein as “Constellium Mexico” and the seller(s) of the Product identified in the Order and who sign(s) the Order and any other related documents, shall be referred to herein as “Seller”, and the parties together shall be referred to herein as the “Parties.”

**3. OFFER AND ACCEPTANCE:**

a. Where a Purchase Order is issued by Constellium Mexico, the Order is an offer to Seller by Constellium Mexico for the purchase of Products. Such a Purchase Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in such Purchase Order to any quote, offer or proposal made by Seller is solely to incorporate the description or specifications of the Products but only to the extent that the description or specifications do not conflict with the description and specifications of the Products in the Purchase Order, agreed-upon specifications, or other applicable documents from Seller describing or specifying the Products. Seller’s written acceptance, Seller’s commencement of any work under the Purchase Order, or any other conduct by Seller in furtherance of, and that recognizes the existence of a contract with respect to, the subject matter of the Purchase Order constitutes Seller’s acceptance of the Order. If the Purchase Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to and conditional upon Seller’s acceptance in writing of the terms of the Purchase Order exclusively.

b. Except and only to the extent that they do not conflict with the terms on the face of the Purchase Order, the following documents are hereby incorporated into the Purchase Order: (i) any signed nomination award/letter; (ii) Material Releases (as defined below) issued by Constellium Mexico to Seller under the Purchase Order (iii) the Statement of Work (“SOW”), prints, drawings, CAD documents, and specifications for the Products; and (v) Constellium Mexico’s policies, as revised by Constellium Mexico from time to time. Upon Seller’s request, Constellium Mexico shall supply such policies within a

reasonable time frame. The terms of Constellium Mexico’s Customer’s contracts with Constellium Mexico may also be applicable (and incorporated into the Purchase Order) pursuant to these Terms and Conditions. “Constellium Mexico’s Customer” means, collectively, any entities to which Constellium Mexico, directly or indirectly, sells the Products, or sells any goods or services into which the Products are incorporated (such goods or services, whether sold by Constellium Mexico or a third party, “Related Goods”), including any affiliates thereof, and including any original equipment manufacturer and any upper tier seller to an original equipment manufacturer.

c. In the event of any conflict between and among any document incorporated into the Purchase Order, the following controls in order of precedent: (i) the face of the Purchase Order; (ii) the nomination award/letter; (iii) the final SOW, prints and specifications; (iv) these Terms and Conditions; (v) Material Releases; and (vi) Constellium Mexico’s Policies.

d. ACCEPTANCE OF ANY PURCHASE ORDER ISSUED BY CONSTELLIUM MEXICO IS EXPRESSLY LIMITED TO THE TERMS OF THIS PURCHASE ORDER AND THESE TERMS AND CONDITIONS AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER’S QUOTATION FORM, ACKNOWLEDGEMENT FORM, INVOICE OR OTHERWISE, ARE UNACCEPTABLE TO CONSTELLIUM MEXICO AND EXPRESSLY REJECTED BY CONSTELLIUM MEXICO, AND SHALL NOT BECOME PART OF THIS PURCHASE ORDER. This Purchase Order can be modified only in the manner described herein.

e. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are part of the Purchase Order, Seller shall immediately submit the matter to Constellium Mexico for its determination and shall comply fully with Constellium Mexico’s determination. Constellium Mexico is relying upon the expertise of Seller in the selection, manufacture and integration of the Products. If Seller is made or becomes aware that the Products are not appropriate for the use intended by Constellium Mexico or that the specifications given to Seller by Constellium Mexico or Constellium Mexico’s Customer will result in less than optimal performance of the Products, Seller shall immediately notify Constellium Mexico in writing. Seller shall also notify Constellium Mexico in writing if the location of the Products within the vehicle will affect their performance or if additional protection or modification of the Products (different than that called out in the prints or specifications) is necessary for the Products to perform for their intended use.

#### 4. QUANTITIES; DELIVERY; PRICE:

a. Unless the Order provides for a specific, firm/fixed quantity of Products greater than 0, and subject to Constellium Mexico's termination rights below, the Order is a requirements contract under which Constellium Mexico will purchase, and Seller will supply, all (or, if multiply sourced, a specified percentage or range of) Constellium Mexico's requirements for the Products for the length of the applicable vehicle manufacturer's program production life (including extensions and model refreshes as determined by the vehicle manufacturer), unless Constellium Mexico's supply obligations with the applicable vehicle manufacturer expires or terminates earlier. If the term in the preceding sentence is deemed insufficient by a court to set a definitive term, the term of the Order shall be the anticipated time period for the program as set forth in Constellium Mexico's request-for-proposal documents or nomination letter together with an option granted to Constellium Mexico to extend the term for any extension of the vehicle platform announced by the vehicle manufacturer and for which Constellium Mexico is supplying Related Goods. Accordingly, Seller must perform pursuant to and may not reject a Material Release or the like if the releases are within the quantities required by Constellium Mexico plus a reasonable safety stock during the term of Constellium Mexico's obligations to supply products using the Products.

b. Constellium Mexico is required to purchase only those quantities identified as firm orders in material authorization releases, manifests, broadcasts, or similar releases or other instructions delivered by Constellium Mexico to Seller in writing, in connection with this Order ("Material Releases"). Material Releases are an integral part of the Order, are governed by these Terms and Conditions and are not independent contracts.

c. Constellium may provide Seller with volume or quantity forecasts or projections for the Products or the anticipated duration of the program for which the Products are being produced. Seller acknowledges that the volume/duration projections, unlike a Material Release, are not binding on Constellium. Seller acknowledges that the volume/duration projections are based upon information supplied to Constellium by Constellium's Customer, contain business variables and assumptions, some or all of which may change over time or may not have been accurate at the time that they were made or later. Constellium makes no representation, warranty or guaranty of any kind or nature as to the accuracy of the volume/duration projections and Seller acknowledges: (i) it relies upon the volume estimate or projection at its own risk; and (ii) that the actual volumes/duration could be significantly less or more than what was projected and that no price adjustment will be made as a result of the differences between actual and projected volumes. Constellium may purchase additional quantities of the listed Products at the prices set forth in this Order, including to bank or inventory Products, pursuant to Material Releases. Notwithstanding the foregoing, Seller expressly acknowledges and agrees that Constellium will not be obligated to purchase any minimum quantities.

d. If not otherwise specified in this Order, delivery of the Products shall be at Constellium Mexico's designated facility. Seller agrees that the risk of loss passes from Seller to

Constellium Mexico when the Products have been unloaded at Constellium Mexico's designated facility, unless otherwise agreed to in writing by Constellium Mexico. Therefore, Seller shall be solely responsible for the transportation, loading and unloading of the Products at Constellium Mexico designated facility or such other location specified in the Order or otherwise agreed to by the parties

e. Time and quantities are of the essence under this Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Constellium Mexico, as set forth in this Order and related Material Releases, unless otherwise negotiated and agreed in writing by the Parties. Failure to meet specified delivery times and quantities shall be considered a breach of this Order and Seller shall pay to Constellium Mexico any damages and expenses imposed upon or incurred by Constellium Mexico as a result of such breach.

f. Constellium Mexico may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which will entitle Seller to modify the price for the Products covered by this Order.

g. Constellium Mexico is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries.

h. To protect against unforeseen demands or unforeseen events affecting Seller's ability to supply, Seller must at all times maintain and store safety stock equivalent to two (2) weeks ("Safety Stock"), unless otherwise agreed to in writing by Constellium. Upon Constellium's request, Seller shall provide sufficient evidence to Constellium of Seller's compliance with such Safety Stock requirements. The Product maintained as Safety Stock shall meet all specifications and other requirements and shall be stored in a manner to keep the Safety Stock safe and free from any damage. Products removed from Safety Stock shall follow a first-in, first out principle.

i. The prices set forth in the Order are firm and complete (including all customs expenses, duties and taxes (other than Value Added Tax), storage, detention, handling, preparation, packaging, boxing, crating, cartage, transportation, insurance, setup, and all other known or unknown direct and indirect Seller costs), and will not be adjusted for any surcharges, premiums or other additional charges of any type, or any change in Seller's costs (whether foreseeable or otherwise), including, without limitation, volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including, without limitation, tariffs) or any other event which may impact the price or availability of materials, supplies, services or labor. Productivity price reductions shall be applied in accordance with agreed upon schedules during the life of the program. During development, Constellium Mexico requires visibility into Seller's component cost structures and tooling breakdowns and Seller agrees to promptly provide such information as is requested by Constellium Mexico from time to time. These pricing breakdowns will be requested according to Constellium Mexico standard requirements.

j. If the Products provided by Seller use any materials that Constellium Mexico has agreed in a signed writing are subject to an agreed upon price or material index, the index portion of the price of the Product shall be adjusted as agreed upon in a nomination letter.

#### **5. PREMIUM FREIGHT; RELATED COSTS:**

a. Seller shall pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed upon delivery dates due to its own acts or omissions. Seller shall pay any costs incurred by Constellium Mexico, including costs charged by Constellium Mexico's Customer(s) to Constellium Mexico, as a result of Seller's failure to comply with shipping or delivery requirements.

b. Constellium Mexico shall not be liable for premium freight costs, even if such costs are initially paid by Constellium Mexico, unless specifically agreed to in advance, in writing, by Constellium Mexico, signed by a legal representative of Constellium Mexico, and the need for such premium freight costs is not caused by Seller.

#### **6. PACKAGING:**

a. Seller agrees: (i) to properly pack, mark, and ship the Products in accordance with the requirements of Constellium Mexico, the involved carriers and the country of destination; (ii) to route the shipments in accordance with Constellium Mexico's instructions; (iii) to label or tag each container according to Constellium Mexico's instructions and all labeling requirements required under Mexican Law; (iv) to provide papers with each shipment showing the Purchase Order number, amendment or release number, Constellium Mexico's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, Mexican Tariff Classification (HTS), and the bill of lading number; and (v) to promptly forward the original bill of lading, the Digital Tax Receipt by Internet (CFDI) with the corresponding bill of lading supplement (*complemento "carta porte"*), if applicable, or other shipment receipt, showing the purchase order number, for each shipment in accordance with Constellium Mexico's instructions and carrier requirements. Constellium Mexico may specify the carrier and/or method of transportation for the shipment of the Products and Seller shall use such carrier and/or method of transportation.

b. If requested by Constellium Mexico, Seller will promptly provide Constellium Mexico with the following information in the form requested: (i) a list of all ingredients in the Products; (ii) the amount of each ingredient; and (iii) information concerning any changes in or additions to the ingredients.

c. Before and at the time the Products are shipped, Seller will give Constellium Mexico sufficient warning in writing (including appropriate labels on all Products, containers, and packing) of any hazardous material that is an ingredient or part of the Products, together with any special handling instructions that are needed to advise carriers, Constellium Mexico, and their employees how to take measures to prevent bodily injury or property damage while handling, transporting, processing, using or disposing of the Products, containers, and packing.

Seller agrees to comply with all applicable federal, state, provincial, and local Laws, statutes, orders, standards and regulations (collectively, "Laws") pertaining to product and warning labels, including without limitation, all Material Safety Data Sheet (MSDS) requirements.

d. Seller will reimburse Constellium Mexico for any damages and expenses incurred as a result of improper packing, marking, routing, or shipping.

e. In no event will shipping documents attached to or contained in the shipment display pricing information or any of Constellium Mexico's proprietary information.

f. In the event that no packing requirements are provided by Constellium Mexico, Seller will pack the Products in accordance with applicable Automotive Industry Action Group (AIAG) packing requirements and any other applicable Law.

#### **7. INSPECTION, NON-CONFORMING GOODS/SERVICES, AUDIT:**

a. Constellium Mexico and Constellium Mexico's Customer(s), upon reasonable notice, may enter Seller's facility to inspect the facility and to conduct a routine audit of the production of the Products for any purpose whatsoever including, without limitation quality, cost, or delivery verification, audit materials and any of Constellium Mexico's Property (defined below) covered by this Purchase Order.

b. Constellium Mexico's inspection of the Products, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any Products, work-in-process or finished goods. Constellium Mexico's acceptance, inspection, or failure to inspect the Products does not relieve Seller of any of its responsibilities or warranties with respect thereto or constitute joint fault for any breach of this Purchase Order by Seller. Nothing in this Purchase Order releases Seller from the obligation of testing, inspection, and quality control of the Products.

c. If non-conforming Products are shipped to and rejected by Constellium Mexico, Seller, at its sole expense, shall immediately ship conforming Products to Constellium Mexico in place of the non-conforming Products, unless directed in writing by Constellium Mexico to do otherwise.

d. In addition to other remedies available to Constellium Mexico for non-conforming Products, (i) Seller agrees to authorize the return of the Products, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Constellium Mexico may correct, or have corrected, at any time non-conforming Products; and (iii) Seller will reimburse Constellium Mexico for all reasonable costs and expenses that result from any rejection or correction of non-conforming Products, including the cost of inspection and/or sorting, whether done internally by Constellium Mexico or by a third-party.

e. Seller will develop and document a corrective action plan within a commercially reasonable period after receipt of a non-conforming sample and will take whatever measures are necessary to correct the non-conformity. Constellium Mexico, in its sole discretion, may require Seller to perform additional inspections of the Products, at Seller's sole cost and expense, for a commercially reasonable period after discovery of non-

conforming Products, including without limitation, after the corrective action has been taken.

f. Payment for Products is not an acceptance, does not limit or impair Constellium Mexico's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent or apparent defects.

g. Seller will retain all documents, data and other records pertaining to the Products for at least five (5) years following the later of: the last delivery of the Products; the date of the final payment to Seller under the Purchase Order; the expiration of any applicable warranty periods for the Products or of any applicable governmental or industry required retention periods, or such date as required by Constellium Mexico's Customer.

h. Seller will permit Constellium Mexico (or a third-party designated by Constellium Mexico) to review Seller's books and records concerning compliance with this Purchase Order or Seller's overall financial condition or Seller's maintenance of adequate information security measures. Seller agrees that if Seller experiences any delivery or operational problems, Constellium Mexico may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Constellium Mexico provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under this Purchase Order, Seller will reimburse Constellium Mexico for all costs, including attorneys' and other professionals' fees, incurred by Constellium Mexico in connection with such accommodation and will grant access to Constellium Mexico to use Seller's premises and machinery, equipment, and other property necessary for the production of the Products covered by this Purchase Order.

#### **8. INSURANCE:**

a. Seller shall, at its own expense, maintain and carry in full force and effect commercial general liability, automotive liability, excess liability, workers' compensation and employer's liability, and such other insurance requirements requested by Constellium Mexico in writing. All insurance shall be maintained in such amounts and with such deductibles as required by Constellium Mexico. Seller's insurance shall insure against any liability for loss, injury, damage or claims caused by or arising out of or in connection with the operation of Seller's business including injury to or death of Seller's employees, agents, or any other persons and damage to or destruction of public or private property. Constellium Mexico shall be named as an additional insured on the policies for such insurance and Seller shall provide certificates of such insurance to Constellium Mexico evidencing that Constellium Mexico is an additional insured. Such certificates shall state that Constellium Mexico will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence or non-existence of insurance does not release Seller of its obligations or liabilities under this Order. Seller is obligated to obtain from Constellium Mexico the specific requirements for insurance policies applicable to the Purchase Order.

#### **9. MANUFACTURE AND QUALITY CONTROLS:**

a. Seller will conform to the quality control standards and inspection systems that are established or requested by Constellium Mexico, and those established or requested by Constellium Mexico's Customer(s).

b. Seller will also participate in supplier quality and development programs of Constellium Mexico, and (to the extent directed by Constellium Mexico) Constellium Mexico's Customer(s) that apply to the Products described in this Purchase Order.

c. Seller agrees to meet the full requirements of industry Production Part Approval Processes ("PPAP") as specified by Constellium Mexico and (as applicable) Constellium Mexico's Customer(s), and agrees to present this information to Constellium Mexico upon request, at the level requested, unless otherwise specifically agreed by Constellium Mexico in writing.

d. Upon PPAP approval for the Products, Seller must continue to manufacture the Products in strict compliance with the PPAP approval and may not change or alter in any manner (i) any third party supplier to Seller of the services, raw materials or supplies used by Seller in connection with its performance under the Purchase Order, (ii) any facility from which Seller and/or any such third party Seller operates and that relates in any way to the Products, or to services, raw materials or products used by Seller in connection with performance under the Purchase Order, (iii) the price of any Products covered by the Purchase Order, (iv) the nature, type or quality of any services, raw materials or products used by Seller or its sellers in connection with the Purchase Order, (v) the fit, form, function, appearance or performance of any Products covered by the Purchase Order, or (vi) any production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Products under the Purchase Order. Seller acknowledges that any change in the Products from the approved PPAP level may materially and detrimentally affect the functionality of Constellium Mexico's products or any Related Goods and may also affect the safe or required operation of the vehicle in which the assembly is installed.

e. Seller may seek approval from Constellium Mexico for changes in the materials, process or manufacture of the Products after PPAP. Constellium Mexico may deny its approval for any change for any reason. As a condition precedent to seeking any change or PPAP deviation from Constellium Mexico, Seller must: (i) agree to pay all of the costs involved in re-PPAPing the Products including any testing which may reasonably be requested by Constellium Mexico and/or Constellium Mexico's Customer; (ii) agree not to charge more than the price on the Purchase Order or, if the manufacturing costs decrease as a result of the changes, pass through the decreased price to Constellium Mexico; (iii) agree that all future price decreases previously agreed to by Seller will be implemented; (iv) manufacture a bank of PPAPed Products in such quantities as Constellium Mexico may require for a successful transition; (v) support Constellium Mexico in PPAPing the Products; (vi) abide by the decision of the vehicle manufacturer whether to allow deviation from PPAP as final and binding; and (vi) fulfill all of the requirements imposed by

the vehicle manufacturer and/or Constellium Mexico's Customer on Constellium Mexico including, without limitation, payment and/or reimbursement to Constellium Mexico for any costs reductions.

f. All Products shall permanently bear Constellium Mexico's part number and name or code name, Seller's part number, and Seller's date of manufacture, unless otherwise agreed by Constellium Mexico in writing.

g. At all times and for the duration of this Purchase Order, Seller shall maintain on its premises an inventory of Products as specified in the Order or appendices thereto.

h. Traceability and Markings shall be provided according to the Order or appendices thereto or Constellium Mexico's Customer's requirements.

i. Tooling Requirements shall be provided according to the Order or appendices thereto.

#### **10. CHANGES:**

a. Constellium Mexico reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of the Products. Constellium Mexico also reserves the right to otherwise change the scope of the work covered by this Purchase Order, including work with respect to such matters as inspection, testing or quality control. Seller shall promptly seek and obtain PPAP approval in connection with such changes and make any requested changes as soon as reasonably possible following such approval. Seller agrees to notify Constellium Mexico in writing within ten (10) business days, or sooner if required by Constellium Mexico's Customer, after receiving notice of a requested change if Seller expects that the change will result in a difference in price or time for performance. Constellium Mexico may request additional documentation from Seller of the need for a different price or time for performance. After receiving all requested documentation, Constellium Mexico may, at its discretion, equitably adjust the price or time for performance. If Seller does not provide written notice to Constellium Mexico within ten (10) business days after a change has been requested, or sooner if so requested by Constellium Mexico's Customer, that the requested change may result in a difference in price or time for performance, the Parties agree that Constellium Mexico's requested change will not affect the price or time for performance.

b. Seller will not make any change in the Products' design, processing, packing, marking, shipping, or date or place of delivery except at Constellium Mexico's written instruction or with Constellium Mexico's written approval.

#### **11. WARRANTY:**

a. Seller expressly warrants and guarantees to Constellium Mexico, to Constellium Mexico's successors, assigns and Constellium Mexico's Customer, and to users of Related Goods, that all Products delivered to Constellium Mexico will: (i) conform to the specifications, standards, drawings, samples, descriptions, and revisions as furnished to or by Constellium Mexico; (ii) conform to all applicable Laws in countries where the Products or any Related Goods are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act (and the Federal Motor Vehicle Safety Standards); (iii) be

merchantable and free of defects in design, materials and workmanship; and (iv) be selected, designed, manufactured, and assembled by Seller based upon Constellium Mexico's intended use and be fit and sufficient for the purposes intended by Constellium Mexico.

b. Seller expressly warrants and guarantees to Constellium Mexico, to Constellium Mexico's successors, assigns and Constellium Mexico's Customer, and to users of Related Goods, that (i) all work performed by Seller in connection with this Order will be performed by qualified and, if applicable, licensed personnel, in a good and workmanlike manner, and in accordance with the highest prevailing industry standards for the type of work performed and in compliance with all applicable Laws and Constellium Mexico's Policies, and (ii) all documentation, specifications, technical information, and other information provided to Constellium Mexico by Seller in connection with this Order will be accurate and complete in all respects, and fit and sufficient for the purposes intended by Constellium Mexico.

c. The warranties set forth in this Order are in addition to those otherwise available to Constellium Mexico in Law or equity.

d. The warranty period is the longest of: (i) the warranty period offered by Constellium Mexico to Constellium Mexico's Customer accruing from the date Constellium Mexico's warranty to Constellium Mexico Customer begins; (ii) the warranty period provided by applicable Law; or (iii) the warranty period offered by Constellium Mexico's Customer to end-users for any Related Goods, regardless of the time of acceptance of the Products.

e. At Constellium Mexico's request, Seller shall fully participate in any root cause investigation or analysis conducted by Constellium Mexico and/or Constellium Mexico's Customer relating in any manner to the failure of the Products and provide all information requested by Constellium Mexico concerning the Products. In the event that the root cause analysis of a warranty failure is inconclusive but implicates the Products, the extent of Seller's liability to Constellium Mexico will be based upon a good faith allocation by Constellium Mexico of the responsibility for the warranty failure.

f. In the event that Constellium Mexico, Constellium Mexico's Customer, or ultimately the vehicle manufacturer voluntarily or pursuant to a government mandate, makes an offer to provide remedial action to address a defect or non-conforming condition of the Products (or any Related Goods), in connection with a recall campaign, service action or other corrective action ("Remedial Action"), the warranty shall continue for such time period as may be dictated by Constellium Mexico's Customer or the government unit.

g. Additionally when Product involves provision of services, Seller expressly warrants and guarantees to Constellium Mexico, to Constellium Mexico's successors, assigns and Constellium Mexico's Customers, and to users of Constellium Mexico's products, that: (i) all services will conform to the Specifications; (ii) all services will conform to all applicable Laws in countries where they are to be performed; (iii) all services will be performed with the highest standard of accuracy, quality, completeness, timeliness, responsiveness and efficiency provided by other well-managed companies

performing services similar to the services; (iv) all services will be performed in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry and shall ensure that all personnel assigned to perform any services under this Order will conduct themselves in a manner consistent therewith; (v) the services shall be performed in a competent, workmanlike manner by individuals with the necessary knowledge, skills, expertise and training to provide the services; and (vi) Seller has and will, at Seller's sole expense, maintain all necessary permits, consents, approvals, licenses, and other authorizations necessary to allow Seller to provide the services. The foregoing warranties are in addition to those available to Constellium Mexico in Law or equity; and provided further, that, all Constellium Mexico Customer-required warranties relating to the Products, or any products incorporating such Products, are incorporated herein by reference.

## **12. INDEMNITY:**

a. Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or arising in connection with the furnishing of Products or services by Seller, its providers of specialized services, officers, agents, or employees. Constellium Mexico shall not be responsible for any injury to person or damage to property resulting from use, misuse or failure of any item furnished to Seller by Constellium Mexico, and the use of any such item by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage. To the fullest extent permitted by Law, Seller will defend, indemnify, and hold harmless Constellium Mexico, Constellium Mexico's successors and assigns, Constellium Mexico's Customer, and dealers and users of the products sold by Constellium Mexico or any Related Goods, against all damages, claims, or liabilities and expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) to the extent such damages, claims, or liabilities and expenses arise out of or relate in any way to Seller's representations, performance or obligations under this Purchase Order or under any legal theory related to the Products.

b. If Seller performs any work on Constellium Mexico's or Constellium Mexico's Customer's premises or utilizes the property of Constellium Mexico or Constellium Mexico's customer, whether on or off Constellium Mexico's or Constellium Mexico's Customer's premises: (i) Seller will examine the premises to determine whether they are safe for the requested services and will advise Constellium Mexico promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all regulations and policies that apply to the premises and may be removed from Constellium Mexico's premises at Constellium Mexico's sole discretion; (iii) to the fullest extent permitted by Law, Seller will indemnify and hold Constellium Mexico and Constellium Mexico's customer (and their respective officers, directors, employees, agents and successors and assigns) harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) for damages to

property or person to the arising out of or relating in any way to Seller's work on the premises or Seller's use of Constellium Mexico's or Constellium Mexico's customer's property; and (iv) Seller's employees, contractors and agents must be properly registered with the Mexican Social Security Institute and, as applicable, have proper work visas and be legally entitled to work.

c. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Constellium Mexico has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Purchase Order, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under applicable Laws, including, but not limited to, Mexico's Federal Labor Law (*Ley Federal del Trabajo*), Social Security Law (*Ley del Seguro Social*), National Workers Housing Fund Institute Law (*Ley del Instituto del Fondo Nacional para la Vivienda de los Trabajadores*), Law of the National Fund Institute for Workers Consumption (*Ley del Instituto del Fondo Nacional para el Consumo de los Trabajadores*) or any other Laws that provide employee benefits.

## **13. CONSTELLIUM MEXICO'S LIMITED LIABILITY:**

Constellium Mexico's sole liability under the Purchase Order (including its termination, expiration or cancellation) is to pay for the Products in accordance with, and to pay the specific termination related amounts described in, the Purchase Order. IN NO EVENT SHALL CONSTELLIUM MEXICO BE LIABLE TO SELLER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS PURCHASE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

## **14. REMEDIES:**

a. The rights and remedies reserved to Constellium Mexico in the Purchase Order will be cumulative with and in addition to all other or legal or equitable remedies available to Constellium Mexico. Seller is liable for all direct, incidental and consequential damages (including lost profits), losses, costs, and expenses incurred by Constellium Mexico resulting from Seller's breach of warranty, its failure to deliver conforming and non-defective Products or to comply with the shipping and delivery or other requirements of Constellium Mexico and/or its failure to comply with the terms of this Order, even if Seller has cured the breach. These damages include without limitation costs, expenses and losses incurred directly or indirectly by Constellium Mexico in connection with: (i) inspecting, sorting, storing, reworking, repairing or replacing the nonconforming

Products; (ii) interruptions at Constellium Mexico's or Constellium Mexico's Customer's facility; (iii) conducting or participating in Remedial Action(s) or other corrective service actions; or (iv) personal injury (including death) or property damage caused by the nonconforming Products. Constellium Mexico's damages may include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Constellium Mexico and other costs associated with Constellium Mexico's administrative time, labor and materials.

b. In any action brought by Constellium Mexico to enforce Seller's obligations in connection with the production or delivery of Products or transition support, for any deviation from PPAP, for possession of property, or for breach of Seller's confidentiality and intellectual property-related obligations hereunder, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Purchase Order and that, in addition to all other rights and remedies that Constellium Mexico may have, Constellium Mexico shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach, in addition to Constellium Mexico's reasonable attorneys' fees.

c. If requested by Constellium Mexico, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Products, and will participate in and comply with warranty reduction or related programs of Constellium Mexico or Constellium Mexico's Customer that relate to the Products.

d. Constellium Mexico will notify Seller as soon as practicable after Constellium Mexico learns in writing that a Remedial Action being considered implicates the Products, and thereafter provide Seller with the data provided to it by Constellium Mexico's Customer relating to the potential Remedial Action. In the event Constellium Mexico's Customer sets-off the cost of a Remedial Action against sums due to Constellium Mexico and Constellium Mexico and/or Constellium Mexico's Customer determines, in good faith, that the Remedial Action was caused by the failure of the Products to conform to the quality standards and/or warranties set forth in these Terms and Conditions, in whole or in part, Constellium Mexico may set-off the costs to Constellium Mexico of the Remedial Action against sums due to Seller prior to the allocation of responsibility set forth above.

**15. SET-OFF; RECOUPMENT:** In addition to any right of setoff or recoupment permitted by Law or this Order, all amounts due Seller shall be considered net of indebtedness or obligations of Seller to Constellium Mexico. Constellium Mexico may set off against or recoup from any amounts due or to become due from Seller, any amounts due to Constellium Mexico however and whenever arising. If an obligation of Seller to Constellium Mexico is disputed, contingent or unliquidated, Constellium Mexico may defer payment of all or a portion of the amount due to Seller until such obligation is resolved, with such deferral not being deemed a breach of contract by Constellium Mexico under any circumstances. Further, in the event Constellium Mexico reasonably feels itself at risk, Constellium Mexico may withhold and recoup a corresponding amount due Seller to protect against such risk,

with such withholding or recoupment not being deemed a breach of contract by Constellium Mexico under any circumstances. For purposes of this Section only, the terms "Constellium Mexico" and "Seller" shall include their parent companies, subsidiaries, brother/sister companies and affiliates.

**16. COMPLIANCE WITH LAWS; LABOR LAWS:**

a. Seller warrants that it, and any Products supplied by Seller, shall comply with all applicable Laws, including, without limitation, Laws relating to environmental matters, wages, hours and conditions of employment, selection of specialized service providers, discrimination, occupational health or safety, information security, anti-bribery and anti-corruption Laws, and motor vehicle safety. This Order incorporates by reference all clauses required by these Laws. All materials used by Seller in the Products or in their manufacture shall satisfy applicable governmental and safety constraints on restricted, toxic, and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller will indemnify Constellium Mexico against, defend Constellium Mexico and hold Constellium Mexico harmless from any liability, claims, demands, or expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) relating to Seller's noncompliance under this Section.

b. Seller and its suppliers, vendors, directors, representatives, employees, providers of specialized services and agents shall at all times comply with all applicable domestic and foreign anti-bribery and anti-corruption Laws, and other such Laws governing improper payments, in connection with Seller's performance under the Order, including, without limitation, the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, Mexico's General Law for the National Anti-Corruption Law (*Ley General del Sistema Nacional Anticorrupción*), General Law of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), Federal Law for the Prevention and Identification of Transactions with Funds of an Illicit Origin (*Ley Federal para la Prevención y la Identificación de Operaciones con Recursos de Procedencia Ilícita*), the Federal Penal Code (*Código Penal Federal*), and any other applicable anti-bribery and anti-corruption Laws and regulations in other jurisdictions, and Seller shall not act in a way that could cause Constellium Mexico to be in violation of any such Laws.

**17. TRANSITION OF SUPPLY:**

a. In connection with the expiration, cancellation or termination of the Purchase Order by either party, in whole or in part, for any or no cause (including, without limitation, Constellium Mexico's decision to change to an alternate source for manufacture of the Products whether or not to a Constellium Mexico-owned or operated facility), Seller must cooperate in the transition of supply. Seller will continue production and delivery of all Products as ordered by Constellium Mexico, at the prices and in compliance with the terms of the Purchase Order, without premium or other

condition, during the entire period reasonably needed by Constellium Mexico to complete the transition to the alternate supplier(s). Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Constellium Mexico in writing.

b. At no additional cost to Constellium Mexico, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components. Seller shall provide all notices necessary or desirable for Constellium Mexico to resource the Products from an alternative supplier.

c. If and when requested by Constellium Mexico, Seller will return to Constellium Mexico all Constellium Mexico's Property in as good condition as when received by Seller (reasonable wear and tear excepted) and will comply with Seller's other obligations relating to Constellium Mexico's Property and Seller's Property in these Terms and Conditions and in relation to subcontracts.

d. If resource of the Products occurs for reasons other than Seller's termination or breach, Constellium Mexico will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Constellium Mexico prior to incurring such amounts of its estimate of such costs. If the Parties disagree on the cost of Transition Support, Constellium Mexico will pay the agreed portion to Seller and the parties will work in good faith to resolve the disagreement as promptly as possible.

e. Seller will supply sufficient and qualified personnel for rendering services that constitute, are part of or are necessary for the production or delivery of the Products. Seller will prepare, file all returns and pay all required Mexican payroll taxes applicable to the services rendered to provide Products, including but not limited to payments to the Mexican Social Security Institute (IMSS), Retirement Fund Plan (SAR) and fees for the National Institute for Promotion of Worker Housing (INFONAVIT), as well as any other applicable taxes or fees, whether federal, state or municipal, required under Mexican Laws and regulations related to its personnel. Seller will immediately notify Constellium Mexico of any disputes between Seller and its personnel, the Mexican taxing authorities, any labor union, federation or labor coalition, that represents Seller's employees, if such disputes or disagreements may result in Seller receiving a strike notice or in having its assets being subjected to liens, mortgages, attachments or encumbrances of any nature. Seller's responsibilities for labor matters, labor claims or Lawsuits include any obligations derived from the Federal Labor Law, Social Security Law, INFONAVIT Law, Income Tax Law, State and Federal Payroll Tax Laws, Sanitation Laws, Environmental Laws, as well as any other applicable Law or regulation in force in Mexico. Seller's obligations will extend to any provider of specialized services contracted by Seller to perform any or all of the services related to the Products and will survive the

termination of the Order. Seller will indemnify and save Constellium Mexico harmless from any claims or Lawsuits brought against Constellium Mexico, including substitute employer and similar claims or Lawsuits filed by Seller's personnel, a union or by any government or other entity. Seller is obligated to use, in the rendering of the services relating to the Order, solely and exclusively those workers and employees that have previously been incorporated into the mandatory Social Security regime paid by Seller. Breach of this provision will subject Seller to the payment of all damages caused to Constellium Mexico with Constellium Mexico also having the right to immediately terminate the Order without the need for judicial involvement or declaration.

#### **18. TECHNICAL INFORMATION DISCLOSED TO CONSTELLIUM MEXICO:**

a. Unless otherwise agreed to in writing by Constellium Mexico and Seller, no information disclosed in any manner at any time by Seller to Constellium Mexico will be deemed secret or confidential.

b. Seller agrees not to assert any claim against Constellium Mexico, Constellium Mexico's Customer, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Constellium Mexico in connection with the Products and services covered by this Purchase Order.

#### **19. PROPRIETARY RIGHTS; INDEMNIFICATION:**

a. Seller agrees: (i) to defend, hold harmless and indemnify Constellium Mexico, its successors, and Constellium Mexico's Customer against claims of actual or alleged direct infringement (including literal infringement and infringement under the Doctrine of Equivalents) of, or contributory infringement of or inducement to infringe, any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret) and against any resulting damages or expenses (including attorneys' and other professionals' fees, settlements, releases and judgments) to the extent such damages or expenses arise out of or relate in any way to the Products covered by this Purchase Order (including without limitation their manufacture, purchase, use and/or sale) or under any legal theory related to the Products, including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Constellium Mexico that such infringement arose out of compliance with Constellium Mexico's specifications; (ii) to waive any claim against Constellium Mexico, including any hold harmless or similar claim, in any way related to a third-party claim asserted against Seller or Constellium Mexico for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret), including claims arising out of specifications furnished by Constellium Mexico; (iii) that Constellium Mexico, Constellium Mexico's service providers, including, but not limited to, providers of specialized services and Constellium Mexico's Customer have the worldwide, irrevocable right and license to repair, reconstruct, rebuild, and make, and to have repaired,

reconstructed, rebuilt, and made, the Products without payment of any royalty or other compensation to Seller or any other party; (iv) that manufactured parts based on Constellium Mexico's drawings or specifications may not be used for Seller's own use or sold to third parties without Constellium Mexico's express written authorization; (v) to assign to Constellium Mexico each invention, discovery, or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in connection with the performance of this Purchase Order; (vi) that if the sale or use of the Products is enjoined or, in Constellium Mexico's sole judgment, is likely to be enjoined, Seller will, at Constellium Mexico's election and Seller's sole expense, procure for Constellium Mexico the right to continue using the Products, replace the same with equivalent non-infringing goods or modify such Products so they become non-infringing; (vii) upon completion of this Purchase Order, Seller will promptly disclose in an acceptable form to Constellium Mexico all such inventions, discoveries, and improvements and will cause its employees to sign any papers necessary to enable Constellium Mexico to obtain title to and to file applications for patents with respect thereto throughout the world; and (viii) to the extent that this Purchase Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire" and Seller hereby assigns to Constellium Mexico all right, title, and interest in all copyrights and moral rights therein.

b. All Products or other deliverables provided under this Purchase Order (including, for example, computer programs, technical specifications, documentation and manuals) shall be original to Seller and shall not incorporate any intellectual property rights (including copyright, patent, trade secret, mask work or trademark rights) of any third party, unless otherwise expressly agreed by Constellium Mexico in writing.

c. All Products or other deliverables provided under this Purchase Order, and all related intellectual property rights, will be owned by Constellium Mexico and not by Seller, unless otherwise expressly agreed by Constellium Mexico in writing.

d. Seller will ensure that the terms of its contracts with its specialized service providers, suppliers and vendors are consistent with the terms of this Section.

## 20. TERMINATION:

a. Constellium Mexico may terminate this Purchase Order for any reason upon at least fifteen (15) days' written notice to Seller.

b. Either party may terminate this Purchase Order at any time forthwith upon the happening of any of the following events:

- i. insolvency of the other party;
- ii. filing of any voluntary or involuntary petition, bankruptcy or *concurso mercantil* by or against the other party;
- iii. appointment of a receiver or trustee or administrator or liquidator for the other party; or
- iv. execution of an assignment for the benefit of creditors by the other party.

c. Furthermore, Constellium Mexico may immediately terminate this Purchase Order at any time upon the happening of any of the following events:

- i. Immediately upon a breach, either singly or in the aggregate, of any obligation of Seller under the Purchase Order, these Terms and Conditions, or any other agreement or obligation of Seller;
- ii. Immediately upon notice from Constellium Mexico's Customer of the cancellation of Constellium Mexico's supply agreement with Constellium Mexico's Customer for the Product;
- iii. upon at least fifteen (15) days' notice of Constellium Mexico's intent to begin in-house production of the Product;
- iv. upon at least fifteen (15) days' notice from Constellium Mexico that it is able to obtain Products from a third party at a lower per unit price than the price payable under Section 4 and within such notice time frame, Seller does not agree to reduce such prices payable under Section 4 to match the lower third-party price;
- v. Immediately if Seller is incapable of meeting Constellium Mexico's requested amendments to the Specifications; or
- vi. Immediately upon an attempted assignment of this Purchase Order by Seller except as expressly permitted by this Agreement.

d. If Seller is in the process of producing Product for Constellium Mexico on the date of termination of this Purchase Order, such amount of Product which is in the process of being produced in accordance with Constellium Mexico's firm orders may be carried through until completion and delivered to Constellium Mexico by Seller and provided that Product meets the Specifications therefor, Constellium Mexico shall pay for such Product, the Parties hereto, hereby agreeing that this Purchase Order shall be extended solely for such purpose.

e. Upon termination of this Purchase Order, Seller and Constellium Mexico shall each, upon written request of the other, promptly deliver (or destroy under verification procedures acceptable to the affected party) all documents, materials, and other items obtained from or supplied by or on behalf of such party hereunder, together with any copies thereof.

**21. SERVICE AND REPLACEMENT PARTS:** So that Constellium can satisfy the current model service and replacement parts requirements of itself or Constellium's Customer, Seller agrees to supply Constellium, for a period of 15 years or longer as required of Constellium or Constellium's Customer, with Products and parts and materials comprising the Products. For the first five (5) years of such period, the prices for such Products and parts and materials shall be based on the most recent price(s) under this Purchase Order, and if the Products are systems or modules, Seller agrees to sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in this Purchase Order, less assembly costs, plus any actual cost differential for packaging. At the end of such five (5) year period, the price(s) of such Products and parts and materials shall take into account differences in the cost of materials,

packaging, and costs of production after such period. All of the foregoing components of the price will be documented to Constellium's reasonable satisfaction, including, but not limited to, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements. At Constellium's request, Seller will make service literature and other materials available at no additional charge to support Constellium's service part sales activities. Seller's obligations hereunder shall survive any termination or cancellation of the Order.

## **22. CUSTOMER SUPPORT:**

a. Seller shall comply with the applicable terms and conditions of any agreements between Constellium Mexico and Constellium Mexico's Customer (the "Customer Purchase Agreements") pursuant to which Constellium Mexico agreed or agrees to sell to Constellium Mexico's Customer any Related Goods. This provision specifically includes costs and obligations imposed by warranty programs instituted by the vehicle manufacturer that ultimately purchases any Related Goods if applicable to Constellium Mexico by Constellium Mexico's Customer. If Constellium Mexico is not acting as a Tier One Seller, the term Customer Purchase Agreements shall also include the terms and conditions of the vehicle manufacturer that ultimately purchases any Related Goods. Seller will be responsible to ascertain how the disclosed terms affect Seller's performance under the Purchase Order. By written notice to Seller, Constellium Mexico may elect to have the provisions of the Customer's Purchase Agreements prevail over any term of the Purchase Order.

b. In the event that Constellium Mexico's Customer is financially troubled, within the reasonable determination of Constellium Mexico, and Constellium Mexico is able to purchase insurance or obtain a guaranty or otherwise assure payment of amounts due to Constellium Mexico from Constellium Mexico's Customer (including participation in any government sponsored program), Seller shall pay its pro-rata share of any fees incurred by Constellium Mexico to obtain the assurance of payment.

c. In the event that Constellium Mexico's Customer files or has filed against it a petition in bankruptcy, *concurso mercantil* or insolvency and, in the course of such proceeding: (i) Constellium Mexico permits a reduction in the price(s) paid to Constellium Mexico for products incorporating the Products, the price paid to Seller for the Products from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Constellium Mexico by its Customer, and the Purchase Order will otherwise remain in effect without modification; (ii) Constellium Mexico's Customer suspends or decreases its purchases of "firm" orders, Constellium Mexico shall have the right to suspend or decrease its "firm" orders without liability to Constellium Mexico or Seller; and (iii) Constellium Mexico's claims for end of program costs, including, without limitation, excess inventory, obsolescence and/or unamortized costs of any kind or nature are not paid in full or otherwise compromised in good faith, Seller's end of program costs will be reduced pro-rata.

## **23. NON-ASSIGNMENT; RESOURCE REQUESTS:**

a. Seller may not assign or delegate its obligations under this Order without Constellium Mexico's prior written consent. Constellium Mexico may impose any conditions and restrictions on any assignment by Seller in Constellium Mexico's complete discretion. In the event of any approved assignment or delegation by Constellium Mexico, Seller shall retain all responsibility for the Products, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by Constellium Mexico. Constellium Mexico shall have the right to assign any benefit or duty under an Order to any third party upon written notice to Seller.

b. Seller acknowledges that, in a tiered supply chain, Constellium Mexico has relied upon Seller's agreement to manufacture the Products at the price and on the terms stated in the Order to allow Constellium Mexico to fulfill its contract to sell any Related Goods to Constellium Mexico's Customer. Consequently, Seller may not terminate this Order before expiration. Seller may request that Constellium Mexico resource the Products to a new supplier, provided that Constellium Mexico may refuse to resource the Products for any reason. As a condition precedent to any request to resource, Seller must agree to: (i) pay to Constellium Mexico the present value of any increased price for the Products over the expected life of the program prior to the time of resource; (ii) cooperate in all respects with the transition to the new supplier including, without limitation, inspections of current production processes at Seller's facility, licensing any necessary technology to the new supplier, and the removal of all Constellium Mexico-owned or Constellium Mexico Customer-owned tooling (including manuals, logs and the like); (iii) reimburse Constellium Mexico for any PPAP costs that it may incur as a result of the resourcing; and (iv) transition supply in accordance with these Terms and Conditions. Seller acknowledges that resourcing may be subject to the approval of Constellium Mexico's Customer, and if the approval of Constellium Mexico's Customer is required the decision of Constellium Mexico's Customer is final and binding.

## **24. CONFIDENTIALITY; CONSTELLIUM MEXICO'S PROPERTY:**

a. All tooling (including, but not limited to, fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), and all documents, standards or specifications, trade secrets, information, materials (including whether or not such materials are in any way modified, altered or processed), and other items furnished by Constellium Mexico at any time, either directly or indirectly, whether or not owned by Constellium Mexico, to Seller, or for which Seller is reimbursed by Constellium Mexico (collectively "Constellium Mexico's Property"), shall remain Constellium Mexico's property. Constellium Mexico does not guarantee the accuracy, availability or suitability of any Constellium Mexico Property. Seller agrees carefully to check and approve all tooling, dies, or materials supplied by Constellium Mexico prior to using it. Seller shall assume all risk of death or injury to persons or damage to property arising

from use of tools, dies or materials supplied by Constellium Mexico.

b. Physical elements of Constellium Mexico's Property, including, but not limited to, fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories, will be held by Seller on a bailment (*comodato*) basis, as a bailee-at-will and Seller will fully cooperate with Constellium Mexico in executing a written and formal free bailment agreement and related recognitions of title (*reconocimientos de título*), when so requested by Constellium Mexico. Additionally, Seller shall, in accordance with Article 335 of the Mexican Commerce Code, at Constellium Mexico's request and without need of any cause or judicial resolution, immediately return or transfer possession of any Constellium Mexico's Property to Constellium Mexico or its designee. . Seller shall not transfer possession of Constellium Mexico's Property without Constellium Mexico's prior written consent. Seller bears the risk of loss of and damage to Constellium Mexico's Property. Constellium Mexico's Property shall be housed, maintained, repaired and replaced by Seller at Seller's expense, shall not be used by Seller for any purpose other than the performance of this Purchase Order, shall be deemed to be personalty, shall be conspicuously marked by Seller as the property of Constellium Mexico, shall not be commingled with the property of Seller or with that of a third person, shall not be altered or changed in any manner without prior written and signed consent of Constellium Mexico, and shall not be moved from Seller's premises without Constellium Mexico's approval. Seller shall insure Constellium Mexico's Property with full fire and extended coverage insurance for its replacement value. Notwithstanding the foregoing, Seller grants Constellium Mexico the right to immediate access Seller's facilities, without the need for a prior notice, cause or need for judicial involvement or declaration, to inspect, repair, replace and/or remove any and/or all of Constellium Mexico's Property.

c. Seller shall: (i) disclose Constellium Mexico's Property within Seller's organization only to those employees who have a need to know in order to fulfill Seller's obligations hereunder and who are bound by obligations to keep Constellium Mexico's Property confidential; and (ii) prevent any Constellium Mexico's Property from being divulged to any persons other than those set forth in subsection (i) above, except with the prior written consent of Constellium Mexico. This obligation of confidence and use shall survive termination or expiration of this Purchase Order and will continue for a period of five (5) years thereafter or for as long as Constellium Mexico's Property remains a trade secret, whichever is longer.

d. Constellium Mexico shall have the right to enter Seller's premises to inspect Constellium Mexico's Property and Seller's records regarding Constellium Mexico's Property. Only Constellium Mexico (or Constellium Mexico's affiliates) has any right, title or interest in Constellium Mexico's Property, except for Seller's limited right, subject to Constellium Mexico's unfettered discretion, to use Constellium Mexico's Property in the manufacture of the Products. Constellium Mexico and its affiliates shall have the right to take immediate possession of Constellium Mexico's Property at any time without payment of any kind. Seller agrees to cooperate with Constellium Mexico

if Constellium Mexico elects to take possession of Constellium Mexico's Property. Likewise, effective immediately upon written notice to Seller, without further notice or court hearings, Constellium Mexico has the right to enter the premises of Seller and take possession of all or part of Constellium Mexico's Property. Seller expressly waives any right to additional notice or process and agrees to provide Constellium Mexico or its nominee(s) with immediate access to Constellium Mexico's Property. Seller grants to Constellium Mexico a limited power of attorney to execute and record on Seller's behalf any notice financing statements with respect to Constellium Mexico's Property that Constellium Mexico determines are reasonably necessary to reflect Constellium Mexico's interest in Constellium Mexico's Property. At Constellium Mexico's request, Constellium Mexico's Property shall be immediately released to Constellium Mexico or delivered by Seller to Constellium Mexico either (i) on transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Constellium Mexico's selected carrier, or (ii) to any location designated by Constellium Mexico, in which case Constellium Mexico will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by Law, any lien or other rights that Seller might otherwise have on any of Constellium Mexico's Property.

e. Unless otherwise agreed to in a writing signed by Constellium, Constellium's Property shall include any scrap material produced in the manufacturing process for the Products, which shall include, but not be limited to, material processed by Seller that does not meet specifications, excess material produced as a result of the manufacturing process, or any other such byproduct resulting from Seller's production or processing of the Products ("Scrap"). Seller shall segregate and protect all Scrap from damage and return such Scrap to Constellium in accordance with Constellium's instructions related thereto. If Seller sells or otherwise uses or disposes of any Scrap, Seller shall immediately reimburse Constellium for the value of such Scrap.

f. TO THE EXTENT PERMITTED BY LAW, CONSTELLIUM MEXICO SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO CONSTELLIUM MEXICO'S PROPERTY SUPPLIED BY CONSTELLIUM MEXICO. ALL CONSTELLIUM MEXICO PROPERTY IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER. CONSTELLIUM MEXICO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSTELLIUM MEXICO'S PROPERTY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

**25. SELLER'S PROPERTY:** Seller, at its expense, shall furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and items other than Constellium Mexico's Property that are necessary for the production of the Products

("Seller's Property"). Seller shall maintain appropriate inventory of spare parts, common expendable parts, and other such standby equipment, dies, and parts used in or by Seller's Property to ensure against interruption of production. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services for other customers, including aftermarket customers, such goods or services shall not incorporate any of Constellium Mexico's logos, trademarks, tradenames, or part numbers. Seller shall not disclose or imply in its marketing efforts that these goods or services are equivalent to those purchased by Constellium Mexico. Seller grants to Constellium Mexico an irrevocable option to take possession of and title to Seller's Property that is special for the production of the Products under this Purchase Order upon payment to Seller of its net book value less any amounts that Constellium Mexico has previously paid to Seller for the cost of such Seller's Property. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods is being sold by Seller to others.

## **26. CUSTOMS; RELATED MATTERS:**

a. For Products that are to be imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's ("US Customs") Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). At Constellium Mexico's or U.S. Customs' request, Seller shall certify in writing its compliance with the C-TPAT. Seller shall provide both Constellium Mexico and U.S. Customs access to Seller's facilities and to audit Seller's compliance with the foregoing. If the Products are transported via ocean carrier, Seller must also comply with U.S. Customs' Importer Security Filing ("ISF") and provide the necessary data to the freight forwarder selected by Constellium Mexico who will act as Constellium Mexico's agent for filing of the ISF. All data required for the ISF must be in the freight forwarder's possession not later than twenty-four (24) hours before the Products are loaded onto the ocean carrier or such earlier time as the freight forwarder may require. Neither Constellium Mexico nor its agents will be responsible for modifying ISFs after the Products is loaded onto the ship. Constellium Mexico may disallow the shipment of any Products if U.S. Customs issues any response other than accepted.

b. Export licenses or authorizations necessary for the export of Products and related information (including deemed exports thereof) are Seller's responsibility unless otherwise stated in the Purchase Order, in which case Seller will provide the information necessary to enable Constellium Mexico to obtain the licenses or authorizations. Seller will promptly notify Constellium Mexico in writing of any material or components used by Seller in filling the Purchase Order that Seller purchases in a country other than the country in which the Products are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Constellium Mexico

of any material or components imported into the country of origin and any duty included in the Products' purchase price. If Products are manufactured in a country other than the country in which Products are delivered, Seller will mark Products "Made in [country of origin]." Seller will provide to Constellium Mexico and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Products into the country in which Products are delivered. Seller warrants that any information that is supplied to Constellium Mexico about the import or export of Products is true and that all sales covered by the Purchase Order will be made at not less than fair value under the anti-dumping Laws of the countries to which the Products are exported.

c. Products and/or containers shall be marked as per the requirements of applicable Law. Scientific and laboratory instruments shall be legibly and conspicuously so marked by die-stamping, case-in-the-mold lettering, acid or electrolytic etching, engraving, or by means of metal plates securely attached to the Products in a conspicuous place by welding, screws, or rivets. If the Products are not classifiable as specified above, any method of legible and conspicuous marking is acceptable provided it will require a deliberate and persistent effort to remove such marks of origin. Seller shall also be responsible for compliance with additional regulations and guidelines regarding supply chain security published by Mexico's customs and tax authorities, US Customs, the Canada Customs and Revenue Agency, and any other government or agency.

d. If the Products are not delivered to Constellium Mexico, Credits or benefits resulting from the Purchase Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Constellium Mexico. Seller will provide all information and certificates (including USMCA Certificates of Origin) necessary to permit Constellium Mexico to receive these benefits or credits. Seller agrees to fulfill any customs- or USMCA-related obligations, origin marking or labeling requirements, and local content origin requirements.

e. Seller shall indemnify and hold Constellium Mexico harmless from and against any liability, claims demands or expenses (including attorney's fees or other professional fees) arising from or relating to Seller's noncompliance with this Section. Seller will be responsible for the full costs of any delay in delivery of the Products caused by its failure to comply with the requirements of this Section including, without missing, incomplete, untimely or inaccurate data being furnished to Constellium Mexico, Constellium Mexico's agents or any governmental authority.

## **27. TOOLING:**

a. Seller shall not purchase any Tooling for the account of Constellium Mexico or charge Constellium Mexico for any tooling except as authorized in the Purchase Order or in a tooling purchase agreement between the Parties (such authorization, the "Tooling Purchase Agreement"). Seller represents that the price in the Purchase Order or the Tooling Purchase Agreement for the Tooling is Seller's cost and that there is no mark-up for profit (except as authorized in this section).

b. If Seller is responsible for fabricating or acquiring Tooling, such Tooling shall: (i) comply with any specifications provided by Constellium Mexico (or, where directed by Constellium Mexico, those of Constellium Mexico's Customer); and (ii) be capable of producing Products that satisfy the Purchase Order, including meeting any volume requirements or estimates provided to Seller during the life of the product as well as satisfying the requirements for Service Parts. Seller represents and warrants that the Tooling fabricated or acquired by Seller does not infringe on the intellectual property of a third-party and shall defend, hold harmless and indemnify Constellium Mexico, its successors and assigns against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe any Intellectual Property and against any resulting damages or expenses (including attorney's and other professional fees, settlements and judgments) arising in any way to the Tooling including any claim against Constellium Mexico that the infringement arose out of compliance with Constellium Mexico's specifications. If the use of the tooling for manufacture of the Products is enjoined or, in Constellium Mexico's sole judgment, is likely to be enjoined, Seller will, at Constellium Mexico's election and Seller's sole expense, procure the right to continue using the Tooling, modify the Tooling so it becomes non-infringing. Time is of the essence for Seller's acquisition or fabrication of Tooling. Seller shall provide Tooling progress reports on Constellium Mexico's request and shall promptly notify Constellium Mexico in writing if it believes that the Tooling might not be completed by the completion date specified on the Tooling Purchase Agreement.

c. If all or part of the fabrication, modification, repair or refurbishment of Tooling will be contracted to a third-party toolmaker, Seller will: (a) give Constellium Mexico advance written notice of the identity of the toolmaker and the location of the Tooling; (b) inform the toolmaker in writing that it is a bailee-at-will, through Seller, of Tooling owned by Constellium Mexico; and (c) be solely responsible for payments to the toolmaker. Constellium Mexico has no obligation to Seller, specialized services provider or manufacturer other than payment to Seller of the Tooling Purchase Agreement price. If a specialized service provider or manufacturer brings an action against Seller for payment of the Tooling, Seller will not join Constellium Mexico in the action.

d. Seller shall be entitled to receive payment only after the Tooling is completed. Tooling is not complete until Seller, at its own expense, has successfully completed all required testing (including, for Tooling used in connection with motor vehicle parts production, completion of the PPAP process) and has submitted all necessary documentation. Seller shall be entitled to receive payment only after and to the extent of, and in proportion to, Constellium Mexico's actual receipt of such reimbursement or other payment from Constellium Mexico's Customer.

e. If Seller's primary business is to fabricate Tooling, Seller will be permitted a reasonable profit percentage as indicated by the Tooling Purchase Agreement. In the absence of a mutually-accepted profit percentage, Constellium Mexico will determine a reasonable profit percentage following the completion of its audit. Seller will invoice Constellium Mexico

for (and Constellium Mexico will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Tooling Purchase Agreement. All invoices for the Products must reference the Order number, amendment or release number, Constellium Mexico's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, country of origin, Mexican tariff classification (HTS) number and any other information required by Constellium Mexico. Prior to receiving payment, Seller will deliver to Constellium Mexico proper invoices complying with all of the terms of the Order and complying with all Mexican legal and tax requirements, including a breakdown of the Value Added Tax (VAT), if applicable. In the case of imported Products for first-hand sales, Seller must include the respective importation and *pedimento* information in its invoices. The price for Products also includes all duties and taxes, except for VAT. All payments made by Constellium Mexico to Seller will be made along with the applicable VAT. If Seller is an individual and tax withholding is required, Seller will make the corresponding income tax, VAT or other required withholdings. Constellium Mexico is not responsible for any business activity taxes, payroll taxes or any federal, state, municipal or other taxes on Seller's income or assets. Where applicable, all expenses, taxes, fees and any other expenditures related directly or indirectly to the importation of Products (including but not limited to importation duties, countervailing duties, customs broker fees, VAT on importation, Customs Transmittal Fees (*Derecho de Tramite Aduanero*), and any other similar charges or fees, will be paid by Seller

f. Seller will provide to Constellium Mexico, as requested, access to Seller's premises and all documentation relating to the Tooling, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Purchase Order. For any Tooling or parts thereof that Seller obtains from any third party, Seller will provide Constellium Mexico with such access and documentation to the ultimate production source. Seller will have ninety (90) days from the date Constellium Mexico notifies Seller of Constellium Mexico's intention to audit Seller to provide the requested access and copies of requested documentation for Constellium Mexico's exclusive use and records. Any information submitted following such ninety (90) day period need not be considered by Constellium Mexico. The price set forth in the Purchase Order will be adjusted to credit Constellium Mexico in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller will not disclose to any third party, except for its attorneys and professional advisors who are required to maintain confidentiality, the results of such Tooling audits or any adjustments made by Constellium Mexico to the prices and amounts payable to Seller as a result of such audit. Seller will retain (and cause its Tooling sub-Sellers to retain) all cost records for a period of three years after receiving final payment of the charges.

g. To the extent permitted by applicable Law, any payments made by Constellium Mexico for Constellium Mexico-owned Tooling that is manufactured by a third-party are expressly intended by Constellium Mexico to be held as deposit for the benefit of any manufacturer or specialized service provider

used by Seller to produce Constellium Mexico-owned Tooling that are covered by such payments and Seller agrees to hold such payments as depositor, for such specialized service provider or manufacturer(s) until Seller has paid the manufacturer(s) in full for Constellium Mexico-owned Tooling. Seller acknowledges and agrees that such manufacturer is an intended third-party beneficiary of the terms of this Section relating to the trust and as such, such Tooling manufacturer shall have the right to enforce these terms of this Section directly against Seller in manufacturer's own name. Seller agrees that Constellium Mexico has no obligation to Seller or Seller's Tooling manufacturer under this Section other than making the payment to Seller in accordance with a Tooling Purchase Order. In the event Seller's Tooling manufacturer brings an action against Seller under this section, Seller agrees that it will not join Constellium Mexico in any such action.

**28. CONTROLLING PROVISIONS:** These Terms and Conditions shall apply to all Orders and agreements between the Parties to the exclusion of any other terms and conditions. Unless expressly agreed to in writing by the Parties, any modification to or anything contrary to or inconsistent with any of these Terms and Conditions shall be inapplicable and without effect. The provisions of the United Nations Convention on contracts for the international sale of goods adopted at Vienna, Austria, on 10 April 1980 shall, unless otherwise agreed by the Parties in writing, be inapplicable.

**29. APPLICABLE LAW:** The Contract shall be exclusively governed by and construed in accordance with the commercial Laws of Mexico, excluding conflicts of Law provisions. The Parties agree to submit any dispute between them before the courts of San Luis Potosí, San Luis Potosí, México, waiving any other forum or venue they may be entitled to by reason of their present or future domiciles or for any other point of contact.

**30. PAYMENT:** The terms of payment for all shipments of Product made hereunder will be 60 days from date of delivery, unless otherwise expressly set forth in the Purchase Order or otherwise agreed to in writing.

**31. TAXES:** Included in the sales price shall be (a) any applicable sales, use, gross or receipts tax that is imposed as a result of, or measured by, the sale, except for value added tax, and (b) the amount of any and all other governmental taxes, duties and/or charges of every kind, excluding any value added tax, and any income tax imposed upon Seller, that is hereafter imposed or modified, and which Seller may be required to pay with respect to the production, sale or transportation of Product.

**32. BREACH OF WARRANTY:** In addition to any other remedies available to Constellium Mexico, Constellium Mexico may return any Product which in its sole opinion is defective, unsatisfactory or of inferior quality or workmanship, or fails to meet the specifications or other requirements of this Contract. Such Product shall be returned at Seller's risk and expense, and Seller shall reimburse Constellium Mexico for all prior

payments therefore and/or costs incurred in connection with the delivery or return of such Product.

**33. SPECIFIC CERTIFICATION REQUIREMENTS:**

a. Commercial or independent laboratory facilities used by Seller for inspection, test or calibration services (the "Laboratory") shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration. The Laboratory shall also be accredited (valid certificate) to ISO/IEC 17025 or national equivalent by a qualified agency (public or private) operating in accordance to ISO/IEC 17011. In cases where the calibration services are performed by the OEM, which does not have an ISO/IEC 17025 certification, the OEM shall be ISO-9001 certified and have a defined scope that includes its capability to perform the required calibration services. This scope shall be included in the ISO-9001 quality management system documentation. The Laboratory or OEM shall also specify and implement, as a minimum, technical requirements for adequacy of the calibration procedures, competency of the calibration personnel, capability to perform these services correctly, traceable to the relevant process standard (such as ASTM, EN, etc.) and review of the related records.

b. Seller shall have and maintain adequate information security safeguards and proof of an appropriate level of information security within Seller's business. Upon Constellium Mexico's request, Seller shall deliver to Constellium Mexico certification according to the VDA model TISAX (Trusted Information Security Assessment Exchange) or such other appropriate certificates (e.g. ISO/IEC 27001) Constellium Mexico may consent to. Such certification or certificates shall be provided immediately unless Constellium Mexico 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/service providers, including, but not limited, providers of specialized services or manufacturers.

**34. FORCE MAJEURE:** Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God; restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; inability to obtain power; or court injunction or order. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the occurrence (but no more than 10 days after). During the delay or failure to perform by Seller, Constellium Mexico, at its option, (i) may purchase the Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) may ask Seller to deliver to Constellium Mexico at Constellium Mexico's expense all finished goods, work in process and parts and materials produced or acquired for work under this Order; or (iii) have Seller provide the Products from other sources in quantities and at a time requested by

Constellium Mexico and at the price set forth in this Order. In addition, Seller at its expense shall take all necessary actions to ensure the supply of the Products to Constellium Mexico for a period of at least 30 days during any anticipated labor disruption or slowdown resulting from the expiration of Seller's labor contracts. If Constellium Mexico requests, Seller shall, within 10 days of Constellium Mexico's request, provide adequate assurance that the delay will cease within 30 days of Constellium Mexico's request. If the delay lasts more than 30 days or Seller does not provide adequate assurances that the delay will cease within 30 days, Constellium Mexico may immediately terminate the Order and any funds previously paid by or on behalf of Constellium Mexico shall be promptly returned to Constellium Mexico.

**35. WAIVERS:** A waiver by one Party of any provision of the Contract or of any default, thereof by the other Party shall not constitute a waiver of any subsequent default, nor of any other provision.

**36. NOTICE:** Any notice required or permitted under the Contract shall be in writing. If notice is sent by (i) personal delivery, (ii) internationally recognized courier service at the respective addresses of Seller or Constellium Mexico stated on the Purchase Order, it shall be deemed to be received on the date of personal delivery or via courier service.