



STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES AND/OR GOODS
CONSTELLIUM AUTOMOTIVE MEXICO, S. DE R.L. DE C.V. ("Purchaser")

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

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

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

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

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

supplied by Seller.

6. **WARRANTIES.** Without waiving any other rights available to Purchaser under applicable law, Seller warrants that it knows Purchaser's intended use for the Services and/or Goods and, for a period of no less than one (1) year from the date of Purchaser's acceptance thereof (or such longer period of time as set forth in the PO), that all such Services and/or Goods are (i) merchantable, (ii) fit for the particular purpose intended, (iii) free from all defects in design, workmanship and material, (iv) strictly conform with specifications, samples, drawings, designs or other descriptions specified by Purchaser, and (v) are free and clear of all liens, security interests, or other encumbrances. Seller warrants to Purchaser that all Services will be performed by qualified and, as applicable, licensed personnel, registered with the Mexican Social Security Institute (*Instituto Mexicano del Seguro Social* - IMSS) and in accordance with the highest prevailing industry standards, and in accordance with all applicable law, specifications and requirements. Any Services or Goods that do not perform as warranted shall either be reformed, repaired or replaced by Seller at no additional cost to Purchaser, or Seller shall refund the purchase price and transportation and any other costs, if any, applicable thereto, whichever option Purchaser selects. Any reformed, repaired or replaced Services and/or Goods shall be covered by the foregoing warranties from the date of such repair or replacement. Seller's obligations hereunder shall survive inspection, test, acceptance, use or payment by Purchaser. Seller further represents and warrants to Purchaser that, to the extent applicable under applicable law, Seller is registered with the Registry of Specialized Service Providers or Specialized Works (*Registro de Prestadoras de Servicios Especializados u Obras Especializadas*) ("Registry"), and a copy of the corresponding registration shall be provided to Purchaser upon request. In addition, if during the Term, Seller is required to be registered with said Registry, Seller shall proceed with the corresponding registration immediately and shall provide Purchaser a copy of the corresponding registration. Failure to provide said registration to Purchaser, or if for any reason such registration is cancelled, such will be an event of default and will grant Purchaser the rights mentioned in Section 20 below.

7. **TERMS OF PAYMENT.** Seller will promptly submit to Purchaser complete invoices, supporting documentation and other information reasonably required by Purchaser in connection with the performance of the Services and/or delivery of the Goods, invoices that must comply with all applicable legal and tax requirements, including a breakdown of the applicable value added tax. Purchaser

may withhold payment, without any liability and without such been deemed a default by Purchaser, until such documents and an undisputed invoice are received and verified. Seller is required to have proof of delivery of all materials delivered to Purchaser, signed by an authorized representative of Purchaser. Failure to obtain such required signature will result in non-payment by Purchaser. Seller shall submit invoices to Purchaser's Accounts Payable department within thirty (30) days from approval by Purchaser's authorized representative of Purchaser's form "times and materials" sheet properly completed by Seller. Failure to receive a signed "times and materials" sheet will result in non-payment. Purchaser shall pay properly submitted, complete and undisputed invoice within sixty (60) days after receipt. Purchaser will not be responsible for delay in receipt of Seller's invoices and required supporting documents. Should delay occur, time allowed by the Seller for payment of invoices or for accepting a cash discount offered shall commence on the date on which invoices, complete with any required supporting documents, are properly received by Purchaser. Unless otherwise provided in a PO, all invoices must be submitted within twelve (12) months from the date of performance of the applicable Services and/or delivery of the applicable Goods. All payments by Purchaser to Seller will be made in U.S. dollars via electronic transfer or its equivalent in Mexican pesos at the official exchange rate published by Banco de Mexico in the Official Journal of the Federation, unless otherwise expressly agreed to, in writing, by Purchaser. As a condition precedent to receiving final payment, Seller may be required to execute a release of claims. Late payments do not accrue interest nor give rise to reimbursement for collection costs or related attorneys' fees. For Seller to exercise any legal rights or remedies with regards to any late payment of Purchaser, Seller must first give Purchaser at least 20 business days' prior written notice that a payment is late prior to taking any other action with respect to such payment, and during such 20-business day period Purchaser may cure its late payment without suffering any adverse consequence. Seller acknowledges and agrees that in no event shall payment by Purchaser be deemed and acceptance of the Services or Products.

8. ACCEPTANCE. Purchaser shall examine and test the Services and/or Goods to determine in its discretion whether they conform to specifications. Unless otherwise provided in the PO, acceptance shall occur upon the earlier of Purchaser's written notification of acceptance or sixty (60) calendar days after completion of performance of a Service or delivery of a Good. Any acceptance shall not alter Seller's obligations to Purchaser including, without limitation, Seller's warranty obligations. Seller shall take all actions to promptly correct and/or replace any rejected Services and/or Goods. Seller shall notify Purchaser in writing when corrections, modifications, or replacements have been made, to allow Purchaser to commence retesting as soon as reasonably practicable. If, in Purchaser's sole discretion, the Services and/or Goods still fail, then

Purchaser will promptly notify Seller in writing, and Purchaser shall have the right, at its option, to (i) terminate the PO or any portion thereof (without any liability to Seller) by giving written notice of termination to Seller; (ii) purchase the Services and/or Goods or uncompleted portion thereof; (iii) replace (including from another seller) or correct the nonconforming Services and/or Goods, at the expense of Seller, and exercise its Setoff Rights, as provided in Section 10 hereof. Seller will refund to Purchaser, within fifteen (15) days of written notice of termination, all monies paid by Purchaser for such Services and/or Goods. Purchaser may reject previously accepted Services and/or Goods if Seller has committed fraud.

9. LIENS. Seller shall not file, and shall immediately discharge, cause to be discharged and/or obtain releases for all liens, claims, stop notices or attachments (collectively, a "Lien") which may be filed (whether by Seller or its agents, suppliers or contractors) in connection with its performance hereunder. Purchaser may condition payment upon such a release. If Seller fails to immediately discharge and obtain a release for any Lien, then Purchaser shall have the right, but not the obligation, to take any and all actions necessary to discharge the Lien and Seller shall reimburse Purchaser for all its costs, fees, and expenses (including reasonable attorney fees) related to such actions. If Seller fails to release any liens, or reimburse Purchaser within ten (10) days of a receipt therefor, such failure shall constitute an event of default under these T & Cs.

10. SETOFF. Purchaser may set off against or recoup from any amounts due or to become due to Seller, any amounts due to Purchaser by Seller, however and whenever arising. If Purchaser reasonably feels itself at risk, it may withhold and recoup a corresponding amount due Seller. Seller cannot set off.

11. TRANSPORTATION CHARGES; DELIVERY AND RISK OF LOSS. Unless otherwise expressly requested by Purchaser in the PO, Seller shall deliver the Products at Purchaser's designated delivery site. Seller agrees that the risk of loss passes from Seller to Purchaser when the Products have been unloaded at Purchaser's designated facility. Title shall shift to Purchaser upon delivery to Purchaser's designated delivery site pursuant to the above terms. Seller shall pay excess costs if it fails to follow Purchaser's shipping instructions. Purchaser is not liable for any excess costs.

Seller agrees: (i) to properly pack, mark, and ship the Products in accordance with Purchaser's requirements, the involved carriers and the country of destination; (ii) to route the shipments in accordance with Purchaser's instructions; (iii) to label or tag each container according to Purchaser's instructions and all labeling requirements required under Mexican law; (iv) to provide papers with each shipment showing the PO number, amendment or release number, Purchaser's part number (where applicable), 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 PO number, for each shipment in accordance with Purchaser's instructions and carrier requirements. Purchaser 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.

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

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

14. TERMINATION. Purchaser may terminate these T & Cs generally or a specific PO in whole or in part at any time without cause and without any liability whatsoever upon prior written notice to Seller. For standard Services and/or Goods, Purchaser's only obligation to Seller shall be to pay for Services and/or Goods accepted prior to termination. For other Services and Goods, Purchaser's only obligation to Seller shall be to pay (i) documented direct costs incurred by Seller until the effective date of termination, (ii) the documented direct costs incurred by Seller in complying with Purchaser's instructions in the termination notice, and (iii) other documented costs as Purchaser may approve; *provided, however*, that such payment, when added to all payments made to Seller under the PO, shall not exceed the total amount which Seller would have been entitled to receive had there been no termination. Either party may, upon notice to the other party, terminate these T & Cs generally or a specific PO, in whole or in part, upon such other party becoming insolvent, having a trustee or receiver

of its business or assets appointed, making an assignment for the benefit of creditors, or having a bankruptcy petition filed against it (which, if involuntary, is not dismissed within thirty (30) days).

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

16. ASSIGNMENTS AND SUBCONTRACTS. Seller shall not, without Purchaser's prior written consent, assign the PO or any payments due to it. Seller shall not subcontract production or performance required of it unless it is to registered specialized service providers and to the extent allowed by applicable law. These T & Cs and the PO shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of Seller and Purchaser.

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

18. AUDITS AND RECORDKEEPING. Upon reasonable notice, Seller shall permit Purchaser and its representatives or agents to visit Seller's offices and relevant manufacturing facilities to audit and inspect relevant activities and records, and arrange visits with Seller's suppliers, contractors and specialized service providers. For ten years after completion, cancellation or termination of the PO, unless a longer term is required by applicable law, Seller shall retain its books and records related to the PO and make them available upon Purchaser's reasonable request.

19. PRICE. Seller warrants that the prices set forth in the PO are complete, and no additional charge of any kind will be

added without Purchaser's prior written consent including, without limitation, any surcharge, adder or charges for shipping, packaging, labeling, custom duties, taxes (other than the applicable Value Added Tax), storage, insurance, boxing and crating. Seller warrants that the prices for the Services and/or Goods covered by the PO are not less favorable than those extended to others for like or smaller quantities of the same or similar goods or services. If Seller charges lower prices to others for such goods or services before it has delivered or performed all of the Services and/or Goods covered by the PO, Seller shall offer to reduce the prices under the PO proportionately.

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

21. **RIGHTS, REMEDIES AND WARRANTIES.** Purchaser's rights and remedies, and each warranty made by Seller, hereunder are cumulative and in addition to other or further rights, remedies or warranties provided by law or in equity. Each warranty shall survive any delivery, inspection, acceptance, or payment of or for the Services or Goods by Purchaser.

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

23. **GOVERNING LAW AND VENUE.** The commercial laws of Mexico, without regard to their conflicts of laws provisions, govern the validity, interpretation, construction and effect of these T & Cs and the PO. Exclusive venue for all disputes arising under or relating to these T & Cs, the PO, and the Services and/or Goods shall be in the competent courts of San Luis Potosi, San Luis Potosi, Mexico.

24. **GENERAL.** These T & Cs may not be amended without Purchaser's written consent. If any provision of these T & Cs is determined by a court of competent jurisdiction to be null and void or unenforceable, it shall be deemed to be severed, and the remaining provisions shall remain in full force and effect. The headings herein are for convenience of reference only and shall not affect its interpretation or construction. To the extent allowed by applicable law, any applicable statute of limitations runs from the date of Purchaser's discovery of Seller's breach of its obligations or warranties hereunder.

25. **TRANSITION OF SUPPLY.** After termination, expiration or cancellation of the PO and/or these T & Cs, Purchaser may purchase the Services and/or Goods from another seller. Seller shall cooperate in the transition to such other

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

26. **INSURANCE.** 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 Purchaser in writing. All insurance shall be maintained in such amounts and with such deductibles as required by Purchaser. 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. Purchaser shall be named as an additional insured on the policies for such insurance and Seller shall provide certificates of such insurance to Purchaser evidencing that Purchaser is an additional insured. Such certificates shall state that Purchaser 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 Purchaser the specific requirements for insurance policies applicable to the Purchase Order.

27. **SAFETY.** Seller will provide all safeguards and precautions necessary in connection with the provision of the Services and/or Goods to prevent the occurrence of any accident, injury, death, loss or damage to any person or property, and Seller will be solely responsible for any such occurrences (except to the extent attributable to Purchaser's gross negligence or willful misconduct). Seller warrants that all Services and/or Goods will comply with all applicable Purchaser requirements concerning safety, performance and otherwise, including, without limitation,

any work or services related thereto performed on premises controlled by Purchaser. Seller agrees to immediately notify Purchaser of any actual or possible safety or quality problems attributable to the Services performed and/or Goods delivered hereunder. The occurrence of two or more safety or security violations, or any safety violation that does or could reasonably result in personal injury or death or in property damage with a value over \$10,000, at Purchaser's facility by Seller or its agents is a material breach of this Agreement.

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

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

30. **IMPORT/EXPORT COMPLIANCE.** Purchaser will not be a party to the importation of goods related to the Services and/or the Goods. The transaction(s) represented by the PO will be consummated subsequent to importation, and Seller will neither cause nor permit Purchaser's name to be shown as "Importer of Record" on any customs declaration.

Transferable credits or benefits associated with the Services and/or Goods belong to Purchaser unless prohibited by applicable law, and Seller will provide all relevant documents to Purchaser to allow it to receive such benefits or fulfill any related obligations. Seller is responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of goods related to the Services and/or Goods, including, without limitation, payment of all associated duties, taxes and fees. Seller will provide Purchaser with originals of any import documents, including import declarations (*pedimentos*) to support the legal stay of any goods in Mexico.

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

32. **UNION AGREEMENTS.** Seller acknowledges that Purchaser's operations may be governed by agreements between Purchaser and certain labor unions. Seller agrees that it will take any action necessary, consistent with applicable law and compatible with such union agreements, to avoid disrupting the relationship and interactions between Purchaser and its employees.

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

Agreed to by:

Purchaser

Seller

Attorney-in-fact

Date:

Attorney-in-fact

Date: