

## Terms and Conditions of Purchase

**Valid for: Constellium Deutschland GmbH, Constellium Singen GmbH, Constellium Rolled Products Singen GmbH & Co. KG**

### 1. Contract signature and general contractual content

All orders and contracts for goods and services are governed solely by the Terms and Conditions of Purchase set out below and only our written order in conjunction with these Terms and Conditions of Purchase is definitive. Orders issued verbally, by telephone or online shall only be binding with our written confirmation (including by fax, email or data transmission, etc., i.e. those forms that allow proof by text).

We are not bound by any deviations or additional terms and conditions of the Supplier, in particular in letters or confirmations from the Supplier or its General Terms and Conditions of Business, even if we do not object to these. This also applies if the Supplier does not expressly declare its consent to the terms and conditions of the order or the Terms and Conditions of Purchase, or if we unreservedly accept goods and services from the Supplier in knowledge of deviating terms and conditions of the Supplier.

### 2. Transfer of risk and shipment

(1) Unless otherwise agreed in writing, the delivery must be delivered by the Supplier at its own expense and its own risk in accordance with DDP (INCOTERMS in force at the time of the order) to our place of delivery stated in the order.

(2) The Supplier is obliged to quote our order number on all delivery documents and delivery notes.

(3) All deliveries must be notified to us on the shipment date with a detailed dispatch note with precise information about our order number, the Supplier's batch or production number and numbers of items, weights, dimensions and composition. It must be sent to us in good time so that it reaches us before receipt of the shipment.

(4) We shall initially check the delivery on arrival at the place of delivery only for its consistency with the shipment documents and the presence of visible damage caused during transit. The Supplier is obliged to carry out a comprehensive outgoing goods control and thereby ensure that the goods correspond to the order.

(5) Goods and services must be supplied on the date stated in the order or within an agreed timeframe.

(6) We reserve the right to return goods supplied outside the agreed delivery times, or partial or excess quantities not agreed, or to store the goods concerned at the Supplier's expense.

(7) The Supplier is responsible for appropriate packaging. Damage due to inadequate packaging shall be charged to the Supplier. Packaging for transport shall be returned or collected at the Supplier's expense.

### 3. Prices and payment terms

(1) Unless otherwise agreed in writing, the agreed price shall include Delivery Duty Paid (DDP) including ancillary costs at our place of delivery, including packaging.

(2) Invoices must state the order number and the name of the person placing the order. Partial deliveries must quote the relevant item numbers in our order.

(3) The Supplier must not assign or transfer its accounts receivable without our prior consent.

### 4. Warranty

(1) Warranty shall be governed by the statutory regulations. It is presumed that defects that occur within the first six months after delivery were already present at the time of the handover of the goods.

(2) We are in principle entitled to choose the manner of subsequent fulfilment. The Supplier may refuse the chosen manner of subsequent fulfilment if it is only possible at disproportionate cost.

### 5. Product liability

(1) The Supplier is obliged to indemnify us from liability for faulty products of the Supplier to the extent it is responsible for them and is itself liable to the injured party.

(2) The Supplier undertakes to maintain an appropriate product liability insurance policy.

### 6. Property rights

If third-party rights are infringed in connection with the delivery and we are sued as a result, the Supplier is obliged to indemnify us from such claims at first request. This duty of indemnity relates to all expenditure that we necessarily incur arising from claims by a third party.

### 7. Documents and tools

(1) We retain title to any tools supplied by us. The Supplier is obliged to use the tools solely for the production of the goods ordered by us and to insure the tools belonging to us against loss or damage due to fire, water and theft. It is further obliged to carry out any maintenance and inspection works in good time at its own expense.

(2) We retain the ownership rights and copyright to samples, illustrations, drawings, calculations and other documents. They must be kept secret and must not be made accessible to third parties without our explicit consent in writing. They must be used solely for production based on our order. They must be returned to us without request to do so on completion of the order.

### 8. Safety data sheets; quality management

(1) The quality assurance documents produced by the Supplier must be attached to the delivery.

The Supplier is obliged to send us before delivery the safety data sheets in accordance with EU REACH Directive 1907/2006 and EU Regulation 2015/830 in the relevant version valid for our factory if the goods ordered contain substances for which safety data sheets must be produced.

(2) The Supplier must comply with the state of the art, the safety regulations and the agreed specifications for its goods and services. ISO 9001 requirements: The Supplier must comply with the statutory and official requirements; we reserve the right to verify this on site at the Supplier's premises.

### 9. Works at the Customer's factory; subcontracting

(1) The Supplier's personnel delegated at our explicit request or with our written consent to carry out works at one of our factories shall be subject to the company and works regulations of the factory concerned and the safety provisions in force there in the execution of their work.

(2) A subcontractor or subsupplier may only be used by the Supplier with our prior consent in writing.

## 10. Supplier Code of Conduct

The Supplier acknowledges that we have produced the Constellium Supplier Code of Conduct ("Supplier Code of Conduct"), a copy of which is available on request and at <https://www.constellium.com/sustainability/policies-reports-and-certifications> "Supplier Code of Conduct in German". The Supplier undertakes to meet and implement its requirements in the form that is appropriately adapted by us from time to time. On request, the Supplier shall confirm its consent by signing a copy of the Supplier Code of Conduct. The Supplier undertakes: (i) to permit us or an external auditor appointed by us to inspect and check the Supplier's plant, to check the relevant records of the Supplier, to confirm the Supplier's compliance with the Supplier Code of Conduct; (ii) to grant access to the records, plants and personnel of the Supplier in connection with such a visit and inspection; and (iii) to take corrective measures immediately in order to correct any lack of compliance with the Supplier Code of Conduct. If the Supplier has not resolved a violation of the Supplier Code of Conduct after a reasonable period of time, this is deemed to be a material breach of contract.

## 11. Minimum Wage Act; Employee Secondment Act; etc.

(1) The Contractor which performs a service or work for the Customer as defined in § 13 MiLoG (Mindestlohngesetz [Minimum Wage Act]) undertakes to pay its employees the statutory minimum wage according to the regulations of the Minimum Wage Act (MiLoG) as amended. It shall also impose this obligation on any subcontractors that it uses and contractors used by such subcontractors. The Contractor shall submit suitable (anonymised) documents to the Customer on request at any time to enable the Customer to verify the Contractor's compliance with the MiLoG.

(2) In the performance of its deliveries and services, the Contractor is obliged to comply with all its obligations resulting from the Employee Secondment Act (AentG), where applicable (e.g. the full payment of social security contributions).

(3) A violation by the Contractor of the regulations listed here shall be deemed a material breach of contract.

## 12. Data protection

The collection and processing of personal data by the Customer is required as part of the contractual relationship with the Contractor and its implementation. Further information on data protection for suppliers/contractors can be found on the Constellium website [Data protection policy | Constellium | Constellium](#) .

## 13. Place of fulfilment, jurisdiction and applicable law

(1) The place of fulfilment is the place for the delivery of goods or the performance of a service described in the order.

(2) German substantive law shall apply; the UN Convention on Contracts for the International Sale of Goods does not apply. The INCOTERMS of the International Chamber of Commerce in Paris in the valid version as amended shall apply.

(3) The place of jurisdiction is the location of our factory which concluded the contract. However, we are also entitled to assert our claims at the Supplier's general place of jurisdiction.