

## 1. ACCEPTANCE AND ENFORCEABILITY

These General Conditions of Sales ("GCS") are systematically communicated or given to any TrefilUnion buyer ("Buyer") requesting it. The fact for a buyer to order products or goods from TrefilUnion (hereinafter the "Goods") implies full acceptance and no restriction to GCS. Any condition to the contrary will not be binding on TrefilUnion, unless expressly accepted by TrefilUnion (especially by signing a separate contract).

## 2. OFFERS FROM TREFILUNION - ORDERS - ACCEPTANCE OF ORDERS

Technical datasheets and commercial documentation of TREFILUNION are for information only and with no contractual obligation of any kind. They can be modified at any time, with no notification.

Upon request, TREFILUNION is providing offers of Goods or offers of prices (hereafter « Offers ») out of which validity is specified in said Offers or, by default, valid for a period of one (1) month.

Orders, if not notified by written and by Buyer, will only become firm upon written confirmation of said order by TREFILUNION (hereafter « Order Confirmation »).

Any modification during execution of said orders or any other additional order should obtain acceptance and written confirmation by TrefilUnion. Any cancellation of order requires upfront written agreement from TrefilUnion knowing that, for any reason except force majeure, a sum corresponding to the value of loss suffered and any other direct consequences to which will be added an amount of five percent (5%) of the total invoice (with a minimum of five hundred euros (500€) will be deemed due to TrefilUnion, as damages, in compensation of injury suffered.

Without any comment from Buyer within twenty-four hours (24h) after order confirmation submission, order will be considered definitely accepted.

## 3. DELIVERY AND RISKS

Products are delivered as per conditions expressly stated in the Offer or Order Confirmation or, by default, ex-factory (EX WORKS INCOTERM 2010).

Risk transfer shall occur upon Incoterm stated in the Offer or Order Confirmation.

Any reserve regarding delivery should be addressed on the carrier's voucher, at the time of receipt of Products. Any ascertainment of an apparent defect due to transportation (damages, missing items, loss, etc.) should be subject of a written reserve to the carrier, at the latest within two (2) days after receipt of the Products.

## 4. DELIVERY TIMING

Delivery timing are given for information only. Any delay in announced delivery timing cannot give rise to a cancellation nor indemnification unless otherwise specified in the Offer or Order Confirmation.

## 5. PRICE AND PAYMENT CONDITIONS

### 5.1 Prices

Prices are invoiced in euros (VAT excluded) or any other currencies as stated in the Offer.

They are understood ex-factory (EX WORKS INCOTERM 2010) unless otherwise specified in the Offer. For the purpose of this terms and conditions, all prices are net. Are not included: VAT, logistic and/or insurance, tariffs and any taxes.

Prices are fixed and based upon economic conditions in force the day of the offer and TrefilUnion reserves the right to modify them at any time, without any notification, especially in case of significant evolution of raw material costs.

### 5.2 Administrative processing fees

Unless otherwise specified, any order with an amount lower than one thousand (1000) euros VAT excluded will be increased by a lump sum of cent (100) euros as administrative processing fees.

### 5.3 Payment conditions

TrefilUnion reserves the right to request a down payment to the Buyer prior any start of production.

Invoices will be issued upon shipment from the Goods ex-factory.

In absence of any contradictory contractual conditions, payment of due amounts should occur upon 30th day after invoice issuance.

In any case, sales on French territory are subject to respecting article L.441-6 of Commercial Code and therefore, payment cannot occur beyond forty-five (45) days end of the month or sixty (60) days from date of invoice issuance.

International sales are subject to payment conditions stated in price Offer or any other contractual document (proforma, supply contract, etc.).

Notwithstanding the above, if any risk of Buyer default is not covered by any first tier credit insurance, TrefilUnion reserves the right to request a cash payment for any order in progress or any new order.

### 5.4 Forfeiture of payment term

In case of non-payment of any term at the agreed date, forfeiture of term will be incurred by right and without formality and the remaining balance will be immediately due both for the order in default but also for all order in progress. TrefilUnion reserves in addition the right to suspend without notification all orders and shipments in progress.

### 5.5 Liquidated damages and indemnifications

Any amount not paid on time, including any forfeiture of payment term, will trigger until entire payment the application of an interest rate equal to legal interest rate increased by ten (10) points of percentage.

Any amount not paid on time will also trigger the immediate enforceability of an indemnity of five hundred (500) euros.

## 6. CONTESTATION

Any invoice not contested by written notification within twenty (20) days following its issuance, will be considered as definitely accepted.

## 7. WARRANTY - RETURN

7.1 TrefilUnion delivers its Goods (i) for which quantity, quality and type are specified in the Offer or in the order accepted by TrefilUnion, (ii) for which packaging or packing are as specified in the Offer or Order Confirmation and (iii) are compliant with contractual description and technical characteristics from datasheet included or referenced in the Order (hereafter « Specifications »).

7.2 Concept of "compliance defect" (or "non-compliance") is considering a defect of quality, a non-compliance to Specifications and a defect of the Goods, of the packaging or the packing. In the appreciation of the non-compliance, it is necessary to consider the standard tolerances. In addition, warranty is applicable only when use of Good is compliant with business practices and general recommendations for use and storage.

7.3. As said in article 3 above, Buyer is deprived of its right to claim an apparent defect if he is not notifying to TrefilUnion or the last known carrier such reserves, while defining the nature of defect, within a period of two (2) days from the date of delivery of the Goods.

Beyond this period and failing to have issued reserves, Buyer will take the Goods sold as they are, with no warranty applied by TrefilUnion for latent defects or defects related to Goods, packaging or packing.

7.4. TrefilUnion will not be responsible of any non-compliance issue if Buyer was aware of it or could not ignore it at the time of the order.

7.5. If Buyer has notified a non-compliance issue in time and form as stated in article 3, and if technical experts from TrefilUnion are considering claim justified then TrefilUnion can proceed, at its own discretion, to:

- replacement of non-compliant Good by a new one at TrefilUnion costs,
- refund of invoiced and paid price of a Good for which non-compliance is determined,
- grant a discount on future orders.

No indemnity can be requested by Buyer for any case.

7.6. In any case, any defect resulting from modification or repair by the Buyer, of any storage non-compliant to TrefilUnion recommendation, of any abnormal wear and tear, etc., cannot engage the responsibility of TrefilUnion, this list being non-exhaustive nor limitative.

7.7. Upon request of TrefilUnion, Buyer will have to return any Good alleged non-compliant. The choice of the carrier will remain to the discretion of TrefilUnion. Any return shall be addressed to the address TrefilUnion will specify to Buyer. If the Good(s) proves to be compliant to the order, TrefilUnion can send them back to Buyer, at Buyer's costs, without prejudice to any action for damages and interests.

7.8. Any Good returned without the agreement of TrefilUnion will be refused and will not trigger any credit note nor refund.

## 8. LIMITATION OF RESPONSABILITIES

8.1. As an expert, prior to its order submission, Buyer has proceeded with a detailed analysis of Goods object of the order, of the Specifications and their compatibility with other components.

8.2. By the conclusion of its order, Buyer acknowledges having had all the information allowing him to assess the adequation of the Good to its needs.

8.3. Buyer renounces for himself and for his agents and assignees, as well as his insurers, for whatever reason, any recourse for, without this list being exhaustive, indirect or consequential damages, material and/or immaterial, such as loss of material, exploitation, production, profit, data, use, resulting from or related to the delivery, operation and use of the Good whatever the identity of the person who suffered the damage.

8.4. Buyer undertakes to enforce the contractual limitations of liability set out in those general conditions against its insurers, its own clients and their insurers.

8.5. Buyer remains responsible for checking the conformity of the Good ordered with regard to the regulations applicable locally, in the places where he uses or makes Goods delivered.

8.6. Unless willful misconduct or gross negligence of TrefilUnion, the responsibility of TrefilUnion is expressly excluded in case of:

- Loss of identity, state of being or intrinsic quality of the Product as a result of a change in its original condition (physical and/or chemical qualities in particular) due to the reseller and / or end user,
- Misuse of the product by the Buyer,
- Misuse of it or not in accordance with the prudence and practice of the profession or beyond the expiry date,
- Storage not in accordance with the instructions for use.

8.7. In any case, if responsibility of TrefilUnion had to be engaged because of the Goods subject of the order, liability would be limited to price of said Goods.

## 9. TITLE TRANSFER

9.1. Goods remain the full property of TrefilUnion until complete payment of the corresponding invoices, which the Buyer expressly accepts.

9.2. Payment is considered effective upon cash collection, remittance of the draft or any other security creating an obligation to pay not constituting payments within the meaning of this provision.

9.3. Goods cannot be pledged or guaranteed without the authorization of TrefilUnion before full payment of the price. In case of seizure by a third party on these Goods, Buyer is required to inform TrefilUnion immediately.

9.4. Buyer may sell Goods in the ordinary course of business. All debts resulting from such resale are hereby automatically assigned to TrefilUnion, in payment of Buyer's debts.

9.5. In absence of payment for one of the terms specified in the order confirmation, TrefilUnion reserves the right to terminate the contract unilaterally. The resolution will be notified in writing to Buyer. After notification of the resolution, Buyer will be required to return Goods without delay.

9.6. Goods will be kept at expense and risk of the Buyer. Above provisions do not preclude transfer of risks to Buyer (including risk of loss, damage, and possible damage caused by the Goods) from the outset of TrefilUnion warehouses.

9.7. Buyer will assist TrefilUnion regarding any measures necessary for the preservation of its rights.

## 10. TITLE TRANSFER

TrefilUnion will be released from its obligations for any event beyond its control that prevents or delays the delivery of the Goods, contractually treated as a case of force majeure.

This will be the case especially for events occurring at TrefilUnion or its suppliers, such as lockout, strike, fire, flood, equipment damage, riot, war, epidemic, bombing, embargo, accident, interruption or delay in transport, impossibility to be supplied, defective raw materials, significant change of political situation in the Buyer's country or any other event beyond the control of TrefilUnion leading to partial or total unemployment at TrefilUnion, or its suppliers.

## 11. INTELLECTUAL PROPERTY

Buyer undertakes to respect all the intellectual property rights of TrefilUnion, which he declares to have perfect knowledge.

Buyer shall not reproduce or make reproduced, in whole or in part, trademarks, designs or any other industrial property right which TrefilUnion holds, under pain of prosecution, and/or not transmit to third parties any information of any nature whatsoever allowing the total or partial reproduction of these rights.

## 12. GENERAL PROVISIONS

GCS are issued in English, this version prevailing in case of problem of interpretation with a translation.

If one or more provisions of these GCS are null, cause illegally or privately enforceable, the other provisions will, in any case, not be affected or reduced.

TrefilUnion reserves the right to assign to third parties the rights and/or obligations towards Buyer resulting from contractual relations.

The fact of not demanding the strict application of GCS cannot constitute a waiver from TrefilUnion to any rights attached to the order and these GCS.

GCS cancels and replaces all other previous general conditions or which may appear on the Buyer's documents or agreed by any other means.

Only special conditions of sale and/or any amendments duly signed by TrefilUnion may cancel, derogate and/or replace these Terms.

## 13. GENERAL PROVISIONS

Relationship between TrefilUnion and Buyer are governed by the French Law which is the only one applicable knowing Vienna convention on the international sale of goods will not be applicable to the commercial relations tied within the framework of the present ones.

If Buyer is located in France and in absence of amicable settlement of the dispute within thirty (30) days of the notification of a dispute by a Party to the other, commercial courts of Paris (France) are only competent to know all disputes resulting both from the application of these GCS and from their execution or interpretation, even in the event of a warranty claim or in case of multiple defendants.

If Buyer is located outside France and in absence of amicable settlement within the aforementioned thirty (30) day period, all disputes arising from or in connection with these GCS will be settled definitively in accordance with the Arbitration Rules, the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules. The seat of the arbitration will be Paris and the language of the arbitration will be English.