

## **GENERAL CONDITIONS OF PURCHASE ATI-INTERCO (Free Translation)**

- 1. Scope:** Except as otherwise provided in this order, all orders of ATI-INTERCO are subject to the following conditions which defeat any contrary, printed or handwritten clauses offered by the suppliers of ATI- INTERCO and not explicitly accepted by ATI-INTERCO.
- 2. Order management:** Only orders written on ATI-INTERCO letterhead issued by ATI-INTERCO are valid. ATI-INTERCO reserves the right to follow the successful completion of orders placed with the supplier. To this end, the supplier must give unrestricted access to the premises, data and documents relating to the completion of the order to ATI-INTERCO representatives, official services and ATI-INTERCO customers, in particular as part of the Audits or contractual arrangements with ATI-INTERCO customers. The supplier is responsible for the services performed by its suppliers. It shall pass on to its suppliers the same quality requirements applicable to it by ATI-INTERCO.
- 3. Price:** The products cannot be invoiced at a price higher than that indicated on the order without the written consent of ATI-INTERCO. Payments are made in the currency agreed between the Supplier and ATI-INTERCO. Prices include all applicable taxes and other charges, excluding VAT or any equivalent tax. No additional charge, in particular for packaging, storage or handling, will be accepted. Prices are firm and non-revisable. As such, they cannot be subject to any increase, including changes in exchange rates, labor costs or raw material costs.
- 4. Acceptance of Orders:** Any order must give rise, on the part of the supplier, to an acknowledgment of receipt which implies the formal acceptance by him, of the particular conditions of the order, and of the present general conditions of purchases to which it endorses. ATI-INTERCO reserves the right to cancel any order without compensation, in the absence of having received the corresponding acknowledgment of receipt within 5 days after the date of dispatch of the said order.
- 5. Modification:** Any modification of the terms of the order must first be the subject of an endorsement written and signed by the parties. Orders must be delivered in full in terms of quantity and quality. Any modification considered by the Supplier must be subject to prior written authorization from ATI-INTERCO.
- 6. Packaging - Transport:** The supplier undertakes to ensure that the materials are packed in the manner most likely to preserve their integrity until they are used. The packaging will be of conventional commercial type, unless specific request of ATI-INTERCO for certain products. It must ensure a complete protection of the products especially against the weather, internal and external shocks. Unless expressly stated on the delivery note, the packaging shall be deemed to be non-consigned. Each packing unit must contain outside the order number, serial or batch number, product description, quantity, gross and net weight as well as any specific information. Each delivery will be accompanied by the complete documentation required, namely the Certificate of Conformity and the necessary control statements. In the absence of special provisions, the transport is DDP (Incoterms CCI 2000).
- 7. Deadlines and method of delivery:** The products must be delivered and the services must be executed on the dates agreed between ATI-INTERCO and the Supplier. For this purpose, an acknowledgment of receipt of Order is required within 5 days to mention the agreed date. Failing this, the initial date of the order will be confirmed. This date is imperative and refers to products rendered (or works executed) to the address of delivery indicated on the order. The products travel at the supplier's risk, the transfer of risks and ownership taking place upon final acceptance by our company at the place of delivery indicated on the order. It is the responsibility of the supplier to

inquire about the opening hours and dates of our reception service. Deliveries must be accompanied by the documents mentioned in the order, the reference (s) of the products and quantities delivered or, if applicable, the services provided. When the products are re-delivered following a refusal from our company, the delivery note must explicitly mention, in addition to the above, the number of the refusal voucher issued by our company. Our company reserves the right to return the delivered products at the expense and risk of the supplier if they are not accompanied by all or part of the documents mentioned above. The delivery note will be placed outside the package (s) under a sealed pouch.

The supplier undertakes to notify ATI-INTERCO immediately in writing of any event which could lead to a delay in delivery compared to the time period mentioned in the order. In the event of actual delay, ATI-INTERCO may, without prejudice to any action for damages and whatever the cause of the delay:

- Require delivery by fast service at the supplier's expense,
- Reduce or cancel without compensation the order or the part of the order not executed,
- Apply the following penalties that the supplier expressly agrees to.

**8. Delay penalties:** In the event of delays in the time limits mentioned on the first acknowledgment of receipt of the holder, penalties may be applied to the holder according to the formula:

$P = V \cdot R / 100$  With: P = Amount of penalties, V = Amount of item overdue, R = Number of calendar days of delay.

The supplier shall bear all the additional costs incurred by using a shipping method which is more costly than that provided for in the Order in order to respect the delivery times, unless the use of an alternative mode of shipment is exclusively ATI-INTERCO.

Failure of the Supplier to supply the goods, in whole or in part, would automatically result in ATI-INTERCO retaining the payment until delivery of the goods ordered, or if the price has already been paid in full or in part, Immediate restitution of the sums paid by ATI-INTERCO to the Supplier.

**9. Documents and means provided:** Plans, technical specifications, particular documents or various means (production tool, control tool, test equipment ...) supplied or paid to the supplier for the execution of the order are the exclusive and ATI-INTERCO cannot be seized; as such, they may not be given to third parties without our express and written consent. These documents and means can only be used for the exclusive realization of our orders. The supplier agrees to keep them at his own expense, risk and peril, to maintain them in good condition, and to contract for this purpose all necessary insurance. These means must be returned in good working order at the request of our company. The tooling manufactured specifically for the execution of an ATI-INTERCO order belongs to ATI-INTERCO, and must be listed by the supplier. It must be reserved for the sole use of ATI-INTERCO, and returned to the first application, without the supplier being entitled to compensation. The equipment must be stipulated on the delivery note on the first delivery.

**10. Retention of title:** The products delivered cannot be subject to any retention of title clause.

**11. Invoices-Regulations:** Invoices must be sent to the accounting department. Invoices must recall the order number, the product line numbers delivered and the delivery slip number(s). They must be issued in 2 copies at the earliest on the delivery date.

Unless otherwise specified, payment of invoices shall be made by bank transfer, at 45 days end of month or 60 days net, from the date of delivery and receipt of the contract documents, in accordance with the LME law of 4 August 2008. The issuance of the transfer does not imply final acceptance of the deliveries or waiver of the guarantee. The supplier agrees that adjustments to amounts invoiced to ATI-INTERCO (made necessary due to faulty invoice, missing or reject receipts) are subject to debit notes from ATI-INTERCO or of an asset from the supplier.

**12. Termination:** In the event that ATI-INTERCO is obliged to cancel all or part of the order, a notification will be sent without delay to the supplier. Following this notification, the supplier shall immediately interrupt all his work relating to the canceled control parts. ATI-INTERCO shall pay to the supplier and the supplier agrees to accept, as permanent compensation for any consequences arising from said termination, the value of all the services provided on the order of ATI-INTERCO, calculated on Reasonable bases according to the stage of completion and on the basis of the contractual price less the amount paid in respect of advances, advances and terms of payment.

**13. Guarantees:** The supplier is responsible for delivering a product or service that conforms to the specification (which may be a specification, plan, procedure, standard, etc.). The supplier must in all cases comply with the Quality Requirements applicable to ATI-INTERCO suppliers. ATI-INTERCO reserves the right to reject the non-conforming product or service, the return costs being borne by the supplier.

If the supplier does not fulfill the above obligations within the deadlines set by ATI-INTERCO, the latter reserves the right, without prior notice, to have the products repaired, modified or replaced by a third party at the supplier's expense and risk. The conformity of the products delivered shall also cover the quantities applied for, which may therefore be subject to reservations and give rise to the application of the above provisions.

In addition, the Supplier shall be considered as fully liable, in respect of ATI-INTERCO, for all damaging consequences of any lack of conformity and quality of the goods, products - or services supplied, both in terms Qualitative as well as quantitative, and therefore undertakes to fully compensate him for any prejudice that may result.

The supplier undertakes to make ATI-INTERCO and its customers benefit from all guarantees it holds from its own suppliers.

**14. Industrial and Intellectual Property - Advertisement:** The documents supplied to the supplier owned by ATI-INTERCO, as well as the materials manufactured according to ATI-INTERCO's instructions, must not be disclosed or supplied to others without the prior written consent of ATI-INTERCO. ATI-INTERCO's orders cannot, under any circumstances, give rise to direct or indirect advertising without prior written agreement from ATI-INTERCO (fair, exhibition, exhibition ...).

**15. Confidentiality:** The supplier undertakes to keep strictly confidential, not to disclose to third parties the technical and commercial elements of which he is aware as a result of the execution of the orders of ATI-INTERCO and forbids himself to use for purposes other than the performance of such orders. The supplier undertakes not to report to third parties its status as a supplier of ATI-INTERCO and will not disclose any information on the products concerned, volumes or any other information related to its business flow with ATI-INTERCO. This obligation remains in effect even after the order is executed for a minimum period of 5 years. The documents provided by ATI-INTERCO must be returned to him at his request immediately after execution of the corresponding order.

**16. Jurisdiction:** All orders are subject to French law. By express agreement, any dispute relating to the execution or interpretation of this order will fall within the competence of the Trade Court of Evry, notwithstanding any clause to the contrary stipulated by the supplier on his general correspondence, and even in case of or in case of plurality of defendants.

**17. Changes in the Legal Status of the Supplier:** The Supplier undertakes to declare to ATI-INTERCO, within 15 days of its occurrence, any change in the composition of its capital, its management, its legal form or its financial structure and as well as any judgment of which it could be the object such as judicial reorganization or liquidation of goods.

**18. Modification of manufacturing conditions:** The supplier undertakes to inform ATI-INTERCO as soon as possible of any change in process, means and manufacturing site.

**19. Insurance:** The supplier undertakes to guarantee in full the consequences of the damage (including consequential costs and convictions in the event of a court case) tangible, tangible and intangible, whether during or after the performance of the contract, acts or omissions of its act, its subcontractors, servants and agents or resulting from its products or those of its subcontractors. The supplier will subscribe to and maintain in force insurance covering his civil liability (operation and post-delivery - physical and consequential damages - consequential and non-consequential damages) and must be able to justify it at any time on our request.

**20. Labor Legislation:** The Supplier guarantees that its personnel assigned to the execution of the order are regularly employed in accordance with the applicable laws and regulations. In particular, the supplier shall certify that his staff are declared to the competent authorities and receive the correct pay slips. The Supplier undertakes to maintain this commitment as long as its commercial relations with ATI-INTERCO continue.

**21. Ethics:** Supplier undertakes to comply with the laws and regulations applicable to competition, anti-corruption and anti-money laundering.

**22. Miscellaneous provisions:** The supplier may not assign, transfer or subcontract to any person or entity any or all of its rights or obligations under the order without the prior written consent of ATI-INTERCO. If any of the provisions of the order is held to be void, it will not result in the nullity of the other provisions of the order. ATI-INTERCO's waiver of non-compliance with a provision of the order or its silence cannot be interpreted as a waiver for the future to invoke compliance with that provision.

**23.** In the case of a scheduled obsolescence of the products purchased, the supplier must inform ATI-INTERCO at least 6 months in advance in order to build up a security stock and plan replacement products.