

GENERAL TERMS OF PURCHASE



INDEX

1	INTRODUCTION & OBJECTIVES
2	TERMINOLOGY
3	EXPECTATIONS OF METALIS GROUP
4	SCOPE
5	SELECTION, CLASSIFICATION and EVALUATION OF SUPPLIERS
6	ROLE OF THE SUPPLIER IN THE DEVELOPMENT OF METALIS PROJECTS
7	MANAGEMENT OF PURCHASE ORDERS
8	COMPLIANCE WITH REGULATIONS & SELF-ASSESSMENT
9	QUANTITY, PACKAGING, PACKING, CERTIFICATION & DELIVERY
10	HARDSHIP AND FORCE MAJEURE CLAUSES
11	INVOICING & TERMS OF PAYMENT
12	HANDLING OF CLAIMS & CONCESSIONS
13	CHANGES IN PRODUCTS/PROCESSES
14	PURCHASE OF TOOLS, PRODUCTION AND INSPECTION MACHINES
15	SUBCONTRACTING WITH EQUIPMENT PROVIDED
16	SECURING SUPPLIES
17	CHANGES IN THE SUPPLIER'S SITUATION
18	CONFIDENTIALITY & INTELLECTUAL PROPERTY
19	INSURANCE
20	LIABILITY & WARRANTY
21	TERMINATION
22	AMICABLE SETTLEMENT OF DISPUTES
23	APPLICABLE LAW and JURISDICTION

1 INTRODUCTION & OBJECTIVES

METALIS Group is a company that has belonged since 2002 to AALBERTS Industry, a Dutch group with 200 sites around the world employing over 16,000 people (<https://www.aalberts.com/en/>).

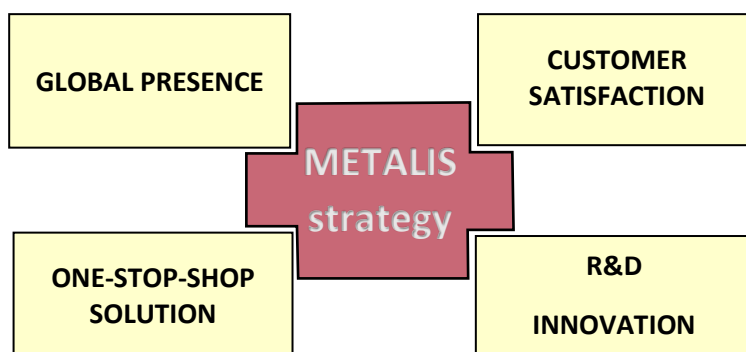
METALIS Group specialises in precision stamping and deep drawing, flat springs and overmolding of complex metal or metal-plastic parts, integrating in-line assembly in its production processes.

With a solid international presence, in 5 countries in Europe and in Asia, METALIS is a reliable partner with a workforce of over 1,200 employees working for a variety of sectors of industry to produce short or long runs.

Focused on innovation and supporting its customers, the research and development department has over 100 technicians at group level and offers design and production capacities rooted in a very advanced quality environment.

The first French stamping company to obtain ISO 9001 certification in 1993, METALIS is also certified to IATF 16949, ISO 14001 and OHSAS 18001 and has committed to a proactive Corporate Social Responsibility policy.

Over the years, our customers have adopted ever stricter requirements in terms of quality, service and costs. With a view to meeting those requirements, in this document we set out the general terms of purchase relating to our raw materials, components, other goods and subcontracted services.



2 TERMINOLOGY

"Supplier" refers to all providers supplying METALIS Group,

The term "METALIS" is used to refer to all the METALIS sites belonging to the METALIS group,

"Parties" is used when the requirements apply to both the Supplier(s) and to METALIS,

"Product(s)" refers to all goods, raw materials and components,

"Service(s)" refers to the provision of work to METALIS, not involving the processing of materials,

"Contract(s)" refers to METALIS orders, agreements by e-mail, logistics charters, Supplier-specific contracts or any other technical or commercial documents jointly validated by the parties,

"Supplier charter": a document provided to the Supplier once a year defining the contracts awarded by METALIS as well as the associated logistics and business conditions,

"GTP" means these METALIS Group General Terms of Purchase.

3 EXPECTATIONS OF METALIS

METALIS requires of its Suppliers a commitment on the development of their quality management system, in line with ISO 9001 at least. For products and services related to the automotive market, certification of the management system to IATF 16949 is required or at least a commitment to the MAQMSR manual.

The Supplier undertakes to inform METALIS without delay of any changes or updates to its certifications.

METALIS is also committed to a policy of sustainable development in line with the requirements of ISO 26000. This is why METALIS asks its Suppliers to:

- ✓ undertake to comply with the principles set out in the "Suppliers" Charter of Values,
- ✓ undertake to comply with the national laws and regulations applicable to the place of delivery specified in the order in order to enable totally safe use of its supplies,
- ✓ undertake to meet all the obligations pertaining to regulated and/or prohibited substances and in particular those concerned by the REACH, RoHs, IMDS and Conflict Minerals regulations.
- ✓ undertake, generally, to comply systematically with the law and regulations relating to prohibitions or limitations on the use of certain products or substances in force at the time of placing an order, in both the European Union and other countries, if this is specified in the order and/or specifications, or which are due to come into force prior to the date of delivery of the supplies.

Specificities for aeronautics and nuclear markets:

- Prevent the use of counterfeit parts by considering :

- training of appropriate people in the detection and prevention of counterfeit parts;
- application of an obsolescence monitoring program;
- control of external sources of supply, from original or authorized manufacturers, authorized distributors or other approved sources;
- the requirements to ensure the traceability of parts and components back to their original or authorized manufacturer;
- verification and testing methodologies to detect counterfeit parts;
- monitoring information feedback from external sources relating to counterfeit parts;
- quarantine and declaration of counterfeit or suspected counterfeit parts.

- Keep the documented information according to the durations required by our Customers:

- for 20 years or 40 years for nuclear according to the duration specified in the Order
- from 5 to 50 years depending on the type of records specified in SAFRAN GRM-0123 standard

Nota: for any record destruction, the traceability and security has to be ensured.

- Organize staff awareness on human factors, and more specifically on:

- their contribution to the conformity of the product or service;
- their contribution to product safety;
- the importance of ethical behavior.

- Control the documentation at workstations: it is forbidden to erase and use white masking: authorized persons have to cleanly cross out the text, date and sign

4 SCOPE

These general terms of purchase apply without distinction to all the companies making up the METALIS group. METALIS wishes its Suppliers to share the same level of requirements and to adhere to these general terms of purchase.

The special conditions mentioned in the order and in the other specific documents that form the contract shall prevail over any incompatible conditions contained in these General Terms of Purchase, which in turn shall prevail over all other documents:

- ✓ these general terms of purchase,
- ✓ the Aalberts group's code of conduct for suppliers,
- ✓ the METALIS Group Purchasing Policy
- ✓ the order accepted by means of an acknowledgment of receipt or order confirmation, or unanswered considered as accepted
- ✓ the special conditions accepted by both parties,
- ✓ the Supplier's documents completing these general terms and conditions, validated by METALIS
- ✓ the delivery note,
- ✓ the invoice.

The following are not part of the contract: documents, advertisements, price lists not expressly mentioned in the special conditions.

5 SELECTION, CLASSIFICATION and EVALUATION OF SUPPLIERS

Selection:

Before a Supplier can join the panel, an audit of its management system will be organised by an approved representative of METALIS on the Supplier's site. After this, METALIS will send the Supplier a qualification report.

The Supplier will only effectively join the METALIS panel after it has been positively informed of its qualification by means of this qualification report, and after acceptance of all the documents below:

- ✓ these METALIS Group General Terms of Purchase,
- ✓ the Aalberts group's code of conduct for suppliers,
- ✓ the METALIS Group Purchasing Policy
- ✓ the special conditions accepted by both parties,

Classification:

METALIS then classifies its Suppliers in 4 categories: PROSPECT, ACTIVE, SENSITIVE and STRATEGIC.

Evaluation:

For the last two 2 categories, METALIS will carry out an evaluation based on different performance criteria deemed to be key, the objectives of which are set out in the METALIS GROUP Purchasing Policy, such as:

- ✓ quality of service,
- ✓ technical quality of the products supplied,
- ✓ economic performance,
- ✓ innovation,
- ✓ the relationship.

Other criteria may complete this evaluation.

Failure to meet these objectives may lead to the provision of an action plan, temporary stoppage of consultations and awarding of new contracts, and in certain cases, reconsideration of the sales relationship.

The measurement of indicators is based on the data acquired thanks to METALIS's computer systems. Comments may be added by the Supplier to correct any discrepancies in the data and identify ways of improving.

6 ROLE OF THE SUPPLIER IN THE DEVELOPMENT OF METALIS PROJECTS

Planning quality is essential to successful development projects and to meet our customers' requirements. The aim is to define basic items to be checked to control our bought-in products and related processes.

The Supplier must provide METALIS with proof that it has the capacity and capability to produce the product or perform the service, whilst meeting all the requirements contained in the consultation documents provided by METALIS. These requirements are detailed in the order and in any specifications that may be attached thereto.

Where appropriate, METALIS and/or its end customers will be entitled to check the compliance of the products or processes purchased by means of audits conducted directly on the Supplier's premises, after giving reasonable notice of several days (not less than 5 working days) and in compliance with the confidentiality & intellectual property rules.

The Supplier selected will be informed of the decision to award the contract within a reasonable period of time, and in any case before placing the first order.

7 MANAGEMENT OF PURCHASE ORDERS

7.1 GENERAL

For environmental reasons, METALIS has chosen to dematerialise its documents, including a part of its purchase orders. After validation by a Workflow system, and express acceptance by the Supplier, METALIS's orders are sent directly by e-mail to the Supplier's logistics interlocutor. In accordance with current regulations, electronic signatures have the same value and are binding on the approved signatory in the same way as a handwritten signature subject to the "use of a reliable identification system guaranteeing the link with the document to which it is attached".

In the event of changes to the organisation or the person in charge, the Supplier must provide the correspondent's e-mail address and at the same time inform the purchasing departments of the METALIS sites concerned.

METALIS orders are based on the charters negotiated with Suppliers, which define the logistics and business rules applicable to the products purchased. On received METALIS orders, the Supplier must carry out a contract review. An acknowledgement of receipt (AR) must be sent to METALIS for each order:

- ✓ Within 24 hours for references managed under the VMI system*
- ✓ Within 48 hours for other references

Any deviation observed must be reported to the direct METALIS interlocutor.

For orders of Initial Samples ("IS"), an AR must be sent to METALIS development purchasing manager in any form constituting definite proof of the date. These orders will be fulfilled in accordance with the special conditions set out in the METALIS purchase order. (cf. § 6.).

In the event of a deviation from its offer, the Supplier must demand an order amendment from METALIS before fulfilling said order. Failing that, the conditions in METALIS's offer will prevail over the Supplier's offer.

7.2 METHODS OF MANAGING ORDERS FOR MATERIALS, COMPONENTS AND SUBCONTRACTING

✓ FORECAST-BASED:

METALIS will provide the Supplier every month with minimum consumption forecasts for the references managed under this system. If it fails to do so, the Supplier must contact the procurement department of the METALIS site concerned to demand them.

These forecasts are provided to the Supplier so that it may plan its work load and keep the necessary stocks available, in accordance with what has been agreed by METALIS and the Supplier in the logistics charter. A firm statement of needs will be provided within the timeframe negotiated in the same supplier logistics charters. On no account do these forecasts constitute a commitment by METALIS to consume a certain quantity.

✓ FIRM ORDERS:

On receiving an unplanned need from a customer, METALIS will send the Supplier a consultation document including the specifications. The response, expected within 24 hours, must mention at least the grade, the technical specifications accepted, the terms of delivery, the price and delivery time from the receipt of the METALIS order. As soon as the Supplier's offer is received, if it is competitive and meets the specifications required by METALIS, a firm order will be placed with the Supplier without delay.

✓ STANDING ORDERS (also known as "BLANKET ORDERS"):

Without prejudice to conditions set out in Article 1111 of the Civil Code in force, a standing order must meet the following conditions:

- be limited to an agreed duration and/or a maximum quantity.
- Define the characteristics and price of the product or service.
- Specify a provisional frequency, or if not the sending of monthly forecasts.

If the corrections made by METALIS to the provisional estimates of the standing order schedule or to the delivery vary by more than 20% either way from the amounts of said estimates, the parties must confer to find a solution to the consequences of this variation, which is liable to modify the balance of the contract.

In the event of a variation upwards beyond the commitment mentioned above, the Supplier undertakes to do all it can to meet the demand from METALIS.

✓ *VENDOR-MANAGED INVENTORY (VMI):

This method is used mainly to supply METALIS with the main references it uses. It enables the Supplier to serve METALIS from a stock situated near to its production sites.

The products are delivered to a distribution platform, from where METALIS's upstream logistics is organised. Operating as a warehouse, it gathers together on one site all the products necessary to METALIS's activity and makes available or delivers to METALIS the supplies it needs for its production on a just-in-time basis. The Vendor-Managed Inventory may be managed by the Supplier itself, or most often, be entrusted to a service provider.

This system enables the Supplier to optimise its production and transport costs, provides better visibility over the flows of the entire supply chain and allows flexibility in the deliveries to METALIS.

A specific VMI contract will be signed by both parties before setting up the VMI site, setting out the logistics and business conditions of this system.

✓ **CONSIGNMENT STOCK:**

This method of managing supplies is a possible alternative to VMI.

A consignment stock consists of the supplier keeping a stock of items on METALIS's premises. The Supplier remains the legal owner of the items until they are taken from the store for use. METALIS will inform the Supplier of the items taken from the stock at intervals to be decided on a case-by-case basis. It is only from then on that the Supplier will ask for payment. The invoicing arrangements associated with this system may be the subject of specific terms negotiated by the parties.

7.3 CHANGES TO CONTRACTS OR ORDERS

Any changes to the contract or the order by either of the parties will be dependent on their express acceptance by the other party, unless the change is the result of a case of force majeure as defined in Article 10 of this document.

7.4 FORESEEABLE DELIVERY DELAYS

In the event of a foreseeable delivery delay, the Supplier must inform the procurement manager of the METALIS site concerned as soon as possible, so that together they may decide on the new delivery date.

- ✓ If an agreement is reached, the METALIS procurement manager will alter the date of receipt in our system, and the on-time delivery rate will not be penalised.
- ✓ If no agreement is reached, the Supplier must take all necessary actions to meet the deadline requested by the METALIS procurement manager. In the event of an actual late delivery, a logistics nonconformity will be issued, and all the consequences and expenses resulting from that late delivery will be attributed to the Supplier.

8 COMPLIANCE WITH REGULATION & SELF-ASSESSMENT

8.1 COMPLIANCE WITH REGULATIONS

METALIS requires that its Suppliers guarantee and certify the compliance of the products with current regulations and in particular, but not limited, to the following:

- ✓ European Directive 2011/65/EC on the restriction of the use of certain hazardous substances (RoHS 2) (following on from European Directive 2002/95/EC (RoHS)),
- ✓ European Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), including the candidate list (SVHC), authorisation list and restrictions,
- ✓ European Directive 2000/53/EC on end-of life vehicles (ELV).

This declaration of conformity must be sent to METALIS specifying that the part(s) submitted to METALIS is(are) and will remain compliant with the standards mentioned.

The Supplier must enter the required data in the International Material Data System (IMDS).

8.2 COMPLIANCE WITH REGULATIONS

A. Imports

METALIS suppliers must apply commercial practices that comply with the applicable legislation, directives and regulations concerning the importing of parts, components and technical data.

B. Exports

METALIS suppliers must apply commercial practices that comply with the applicable legislation, directives and regulations concerning the exporting of parts, components and technical data and in particular the applicable restrictive measures linked to any trade and financial sanctions concerning certain States. They must provide precise, accurate information and obtain export licences and/or agreements where necessary.

C. Responsible procurement of minerals

METALIS suppliers must comply with the applicable laws and regulations concerning the procurement of minerals (such as tin, tungsten, tantalum and gold) from conflict zones. Furthermore, they must draw up a policy enabling them to gain reasonable assurance that the tin, tungsten, tantalum and gold contained in the products they manufacture do not serve to finance, directly or indirectly, any armed groups whose activities breach human rights. They must also, as required by law, show reasonable diligence in the choice and traceability of the minerals and therefore also require the same diligence of their suppliers.

D. Regulations on dual-use items

METALIS suppliers must comply with the applicable laws and regulations on dual-use goods and in particular Regulation (CE) 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items.

E. Legal employment

In application of the provisions of Articles D 8222-5 and D 8254-2, D 8254-4 of the Labour Code, METALIS Suppliers must submit, at the time of signing the Contract and at least every six (6) months thereafter, the documents required by the aforementioned provisions as well as a sworn statement certifying that the SUPPLIER's services under this framework Contract will be carried out by employees lawfully employed, in accordance with the applicable legislation.

Failure to produce these documents will entitle METALIS to terminate the contractual relationship, by operation of law and with the fault lying exclusively with the Supplier, ten (10) days after a formal notice to perform left unheeded.

F. Data protection

For the purposes of these GTP, the term "personal data" shall refer to any information relating to an identified or identifiable natural person. Is deemed to be an identified or identifiable natural person, a natural person who can be identified, directly or indirectly, in particular with reference to an identifier, such as a name, and identification number, localisation data, an online identifier or one or more elements specific to his/her physical, physiological, genetic, mental, economic, cultural or social identity.

In the course of executing this agreement, each party:

- Undertakes to collect and process any personal data in compliance with current regulations and in particular Law n. 78-07 of 7 January 1978, amended, Directive 95/46/EC of 24 October 1995 and, as soon as it becomes applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data,
- Undertakes to cooperate with any competent data protection agency, in particular in the event of any requests for information made to it, or in the event of checks,
- Will implement appropriate technical and organisational measures to protect the personal data concerned against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access, in particular in the context of the transmission of such data on a network, as well as against any other unlawful processing.

8.3 SELF-EVALUATION OF SPECIAL PROCESSES -

Continuous Quality Improvement (CQI)

In accordance with the requirements of automotive manufacturers, the Supplier must check its specific manufacturing processes on an annual basis to ensure their effectiveness. The applicability and effectiveness of these processes must be determined using the most recent version of the CQI guidelines available at the time of the evaluation. They must include self-assessment of the organisation, the actions decided and the retention of records.

Description of the CQIs process by process:

Number	Process
CQI-9	Heat treatment
CQI-11	Galvanic plating
CQI-12	Coating system
CQI-15	Welding without filler metal
CQI-17	Soldering
CQI-23	Plastics injection and moulding

The results of these CQI assessments conducted by the Supplier must be sent to METALIS once a year.

9 QUANTITY, PACKAGING, PACKING, CERTIFICATION & DELIVERY

9.1 QUANTITY

Quantities of materials and components ordered must be respected within -5% to +10%. Outside of these limits, METALIS reserves the right to refuse deliveries, even if unloaded and awaiting collection.

9.2 PACKAGING/PACKING

The products must be packaged and packed in accordance with the "General Purchasing Specifications for Metals" and any specific specifications detailed in the related METALIS orders.

Containers, pallets, plastic boxes and all other packaging items and materials that are the property of METALIS must be returned by the Supplier in good condition and in accordance with the conditions specified.

An inventory of the quantity and physical condition of these packaging items will be carried out annually. If any items are found to be missing, the Supplier must provide proof that they were in fact returned, failing which it will be billed for them. Any late delivery of METALIS packaging must be reported by e-mail without delay to the METALIS interlocutor. No other types of packaging may be used without a written exemption from METALIS.

At the express request of METALIS, the products may, exceptionally, be subject to specific protection measures.

9.3 CERTIFICATION

When a material certificate or certificate of conformity is specified in the METALIS order form or in the applicable specifications, the Supplier must provide METALIS with a valid certificate with each shipment stating that the material meets all the contractual requirements. The absence of these documents may lead to a claim.

Such certificates of conformity must comply with EN 10204, type 3.1 or NF L 00-015.

9.4 DELIVERY

Unless provided otherwise, the products will be delivered to the place and according to the Incoterm mentioned in the METALIS order. No deliveries may be made before D-5 without the prior agreement of the METALIS procurement department.

In the event of a delivery earlier than the aforementioned deadline without the written agreement of METALIS, accepted on arrival thanks to an exemption granted by the METALIS procurement manager, payment will be made with reference to the contractual delivery date initially agreed.

All deliveries of products must be accompanied by a delivery note including:

- ✓ The METALIS item reference,
- ✓ Our order number,
- ✓ The information allowing for the traceability of the products (package number, batch numbers, etc.),
- ✓ The quantity delivered: net and gross weight.

10 HARDSHIP AND FORCE MAJEURE CLAUSES

10.1 - HARDSHIP CLAUSE

Should an event occur that is beyond the control of the parties and compromises the balance of the Contract to the extent that it renders the fulfilment of the obligations prejudicial, the parties agree to negotiate the amendment of the contract in good faith. This concerns the following events: variation in prices of raw materials, changes in customs duties, changes in exchange rates, changes to legislation, changes in the customer's financial position. If the parties fail to agree on an arrangement, METALIS will have the option to terminate the contract with one month's notice.

10.2 - FORCE MAJEURE

Neither Party will be liable for its failure to perform its obligations if and insofar as this failure is due to a case of force majeure (that is to say any event beyond the control of the Party relying on it, which is irresistible and unforeseeable).

The following events are considered as cases of force majeure: occurrence of a natural disaster, earthquake, storm, fire, flood, armed conflict, war, conflict, terrorist attacks, imperative injunctions issued by public authorities (import bans, embargoes)...

The Party relying on the case of force majeure must inform the other Party, without delay, by registered letter with return receipt requested, spelling out the reasons, the foreseeable consequences and their probable duration. It will take all the necessary measures to limit the consequences of the case of force majeure.

In the absence of an agreement on the measures to be taken and if the force majeure situation lasts for more than thirty (30) days after its notification, the Party informed of the case of force majeure will be entitled to terminate the framework contract, as of right, with no legal formalities and without either of the Parties being able to claim any further form of compensation.

In these cases, each Party will inform the other Party without delay of any case of force majeure that comes to its knowledge and is of a nature to affect the performance of the contract.

11 INVOICING & TERMS OF PAYMENT

Suppliers' invoices will only be taken into account once the products or services have been delivered or carried out. These invoices must include all the information legally required on invoices (address, supplier's and customer's VAT numbers, the amount exclusive of tax, the amount of VAT and the tax inclusive amount) as well as the order number or the number of the related contract. They must be sent to METALIS at the invoicing address mentioned in the order or contract.

The prices indicated in the order are firm. They may not be modified in any way without the express agreement of the METALIS site purchasing manager. For elements subject to modification, such as prices of materials that vary on the commodities market (copper, silver, etc.), invoices will be checked and approved on receipt. If the amounts are disputed, METALIS will ask the Suppliers for an adjustment.

Except in the case of a specific exemption or negotiation, our payments are made in accordance with the terms of the Law on the Modernisation of the Economy (LME), mainly by bank transfer. The payment will be made into the Supplier's bank account provided in writing by the supplier and whose authenticity has been checked in advance by our accounting or purchasing department.

All requests for changes to bank details made by the Supplier will be subject to prior checking by the relevant METALIS department.

12 HANDLING OF CLAIMS & CONCESSIONS

In the event of late deliveries, incomplete, early or excess deliveries, failure to meet quality requirements, etc., for reasons not attributable to a case of force majeure as defined in Article 10 of this document or linked to a failing on the part of METALIS,

METALIS reserves the right to:

- ✓ Refuse the delivery informing the Supplier without delay
- ✓ Claim financial compensation from the Supplier for the disruption and consequences generated, including but not limited to: sorting, reproduction, exceptional transport, reworking of NC assembled products, cost of checking or analysis, etc.
- ✓ Ask the Supplier for forced fulfilment of the order
- ✓ Suspend the payment of the order concerned until an agreement is reached by the parties

- ✓ Terminate the contract after sending notice to perform by registered letter with acknowledgment of receipt, left unheeded, within a maximum of three (3) months.

If the Supplier discovers or suspects that nonconforming products have been shipped, it must inform METALIS in writing without delay.

Disputed batches isolated by METALIS will be kept and made available on its premises for a maximum of 3 weeks. In the absence of any reaction on the part of the Supplier within that time, and after formal notice has been given to retrieve them, the batches will be scrapped, without the supplier being able to claim any form of compensation.

CONCESSIONS:

In the event of a nonconformity being detected at the supplier's, the latter may submit a request for a concession. This notification must include a detailed description of the nonconformity, the quantity affected, the dates, batch numbers and any information allowing these batches to be traced.

No product can be shipped without this form having been officially approved temporarily or permanently by METALIS. The supplier may be subjected to corrective measures and the related costs. The goods must be marked with the concession number on the label or the related documents (shipping document, certificate).

13 CHANGES IN PRODUCTS/PROCESSES

Any modifications in sources of supply and/or changes in the manufacturing processes at the Supplier's, or in those of its own suppliers, which could affect the quality or reliability of the products or services provided, must be the subject of a written document and prior agreement before any deliveries to the METALIS site purchasing manager, in accordance with the instructions of the decision-making matrix in standard VDA 6.3 volume 2.

In this case, METALIS reserves the right to visit or audit the Supplier's premises and/or those of its subcontractors in order to check the correct performance of the modified processes, after giving appropriate notice (five (5) working days) and in line with the confidentiality and intellectual property rules set out in this document. For this purpose, the Supplier and its subcontractors will ensure that METALIS's representatives, possibly accompanied by representatives of the latter's customer and/or their End customer and/or any Official bodies, are given free access to the workshops and premises as well as to the information necessary to these checks.

Such checks will not alter the Supplier's liability and will not in any way limit METALIS's right to refuse nonconforming goods or to make a claim under the warranty.

14 PURCHASE OF TOOLS, PRODUCTION AND INSPECTION MACHINES

Concerning the purchase of tools or machinery dedicated to the production and/or inspection of our products, our orders may be completed by:

- ✓ A specific commercial contract, whose terms will prevail over these GTP
- ✓ A specific set of specifications, whose terms will prevail over these GTP

15 SUBCONTRACTING WITH EQUIPMENT PROVIDED

In the case of subcontracted operations, where METALIS provides the Supplier with one or more items of production equipment for use on its premises, a loan contract will be signed by the two parties before starting the subcontracted activity.

16 SECURING SUPPLIES

Our stamping activity is highly dependent on our procurement of supplies, such as the raw materials and components that for a large part enter into the manufacturing of our products, but also on subcontracted processes, such as surface coating and/or heat treatment. Securing these supplies and ensuring their long-term availability is a priority for METALIS. To achieve this, the Supplier undertakes to provide METALIS with:

✓ A General Security Plan:

This is a strategic document, formalised and regularly updated, designed to prevent and deal with risks and incidents liable to impact the Supply Chain.

The Supplier must set up a process of identifying, periodically assessing and reducing the risks liable to interfere with the industrial process and the contractual commitments relating to the quality of the products and the meeting of delivery deadlines. These risks may be linked to:

- ✓ the products (technical nature, use, etc.),
- ✓ availability of supplies (single source, obsolescence, change of source, sustainability, etc.),
- ✓ the manufacturing and inspection operations on the product,
- ✓ the equipment (machines, computers, ERP, etc.),
- ✓ the collaborators.

The aim is to identify potential major risks and to plan the actions to react to them and secure the situation.

✓ A business continuity plan:

This plan must enable the Supplier to guarantee the continuity of conforming deliveries to METALIS, in standard or degraded mode, in a crisis situation compromising the conditions of supply. It sets out the solutions for securing the supply of different products/processes/tools and other items purchased by METALIS.

✓ A balance sheet or other financial statement allowing the Supplier's sound financial position to be assessed.

17 CHANGES IN THE SUPPLIER'S SITUATION

Any modification in the Supplier's situation must be reported in writing to the purchasing manager of the METALIS site(s) concerned, mainly in the event of:

- ✓ a deterioration in the Supplier's situation revealed in a financial statement or by a public organisation,
- ✓ the assignment, pledging or contribution to another company of its business or a significant part of its assets or equipment,
- ✓ withdrawal of accreditations, authorisations or certifications.

The supplier undertakes to provide Metalis without delay and at its request, with a balance sheet or other financial statement allowing the Supplier's sound financial position to be assessed. In the event of the Supplier being in financial difficulties, on a case by case basis, METALIS may offer to modify, temporarily, the conditions of the contract in order to facilitate the improvement of the situation.

18 CONFIDENTIALITY & INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY

All the intellectual property rights, as well as the know-how incorporated in the documents, information or products provided by one Party to the other Party for the performance of the Contract, remain the exclusive property of the Party with which they originate.

The sharing of information between the Parties is inherent in the contractual relationship and does not involve assignment of ownership or of any rights attached thereto. Documents are handed over on a "loan for use" basis and must be returned on request, at the end of the Contract or in the event of its termination.

Unless expressly provided otherwise in the order, METALIS remains the sole owner of the specific developments ordered, including software and software packages, and any modifications thereto.

METALIS and the Supplier reciprocally guarantee that at the time of the consultation and the order, the information exchanged and in particular the drawings, specification and other technical specifications do not use any intellectual property rights or know-how belonging to any third party.

The Supplier guarantees METALIS against any action, opposition or claims relating to ownership rights that any third party may bring against METALIS and will cover any financial consequences resulting from such actions, notwithstanding any damages that METALIS may claim.

CONFIDENTIALITY

All the information disclosed by METALIS or one of its representatives including, but not limited to tools, models, drawings, material, specifications and other items of information provided by METALIS for the purposes of the Contract, whatever medium they may be on, are confidential and remain at all times exclusive property of METALIS and may only be used by the Supplier to perform the Contract. The latter undertakes, to keep all these documents and items confidential for an unlimited period and to return them to METALIS at its request.

The Supplier undertakes to ensure that all its employees and subcontractors who could have access to the aforementioned items also treat them as confidential.

This is a reciprocal commitment with the Supplier.

19 INSURANCE

The Supplier declares that it has taken out an insurance policy with a reputable insurance company to cover the financial consequences of any loss or damage affecting equipment deposited and/or the subject of the contract, resulting from actions or omissions on its part or on that of its subcontractors and suppliers, employees and agents, up to a limit of five (5) million Euros per act or event giving rise to a claim.

This insurance in no way constitutes a limit on the Supplier's liability. The Supplier undertakes to provide METALIS once a year with copies of its insurance policies and/or any certificate issued by insurers.

The Supplier will compensate METALIS for any costs, damage and loss incurred by METALIS and/or charged to it as a result of claims by third parties, due to the Supplier's failure to comply with one of these provisions.

20 LIABILITY & WARRANTY

The Supplier undertakes to deliver supplies that meet the specifications and other technical specifications provided by METALIS. In the case of the delivery of standard or catalogue products, the supplier selling the product will be bound by the obligations inherent in its status as seller (latent defect warranty, delivery obligation, compliance of product with regulations, etc.).

The Supplier continues to be liable for the correct fulfilment of the order and the consequences that may follow on from it under the conditions of ordinary law. The payment of invoices by METALIS on no way modifies this liability. METALIS may hold the supplier liable even if the nonconformities or defects have escaped its notice during its inspections and are only revealed when the supplies go into service or are used. The same applies even in the absence of inspection by METALIS, when inspections were the responsibility of the Supplier under the Quality Assurance system. Consequently, the Supplier will refund any nonconforming or defective supplies, as well as the cost of returning them and any sorting. The Supplier will also compensate METALIS for any bodily injury, property or consequential loss or damage that may result from such defects or nonconformities.

21 TERMINATION

METALIS Group may terminate the contract as of right and without any formalities without the Supplier being able to claim any compensation in the following cases:

✓ **Termination for convenience**

If one of the Parties wishes to end their contractual relationship early for any reason other than those set out below, the Contract may be terminated as of right, without any legal formalities and with any compensation being paid by the Party requesting the termination, as long as notice - whose length will be fixed in accordance with usual practice in the profession - is given, which will apply as of the notification of the other Party of the termination by registered letter with acknowledgment of receipt.

✓ **Termination for default or non-performance of the Supplier's obligations**

In the event of the Supplier failing to meet totally or partially any one of its substantial obligations, METALIS may terminate this framework Contract as of right by registered letter with acknowledgment of receipt thirty (30) days after a formal notice to perform left unheeded, without prejudice to any compensation that may be claimed from the Supplier, in reparation of the loss incurred as a result of said contractual breaches.

22 AMICABLE SETTLEMENT OF DISPUTES

The parties undertake to endeavour to settle their disputes amicably prior to resorting to the courts.

23 APPLICABLE LAW and JURISDICTION

In the case of an international contract, the law applicable to the contract will be the law of the country where the METALIS site concerned is situated.

If no amicable solution can be found to any dispute, jurisdiction will lie with the court of the place where the METALIS site concerned has its head office, even in the case of the introduction of third parties or multiple defendants.