

PREAMBLE

These General Terms and Conditions of Purchase ("T&Cs"), including this preamble, apply to the purchase of any work activities or services, ("Services"), for the company ERAMET SA [a public limited company under French law] or its designated subsidiaries ("Customer") from any sellers ("Service Providers"). These T&Cs take precedence over any Conditions of Sale that the Service Provider may have, of any kind or form, even when these Conditions of Sale are referred to in the acknowledgement of receipt from the Customer. They may only be waived by written notice, approved by the Parties, as part of the Special Terms and Conditions stipulated in the Order and valid only for the Order in question. In the event of a contradiction between the T&Cs and the Special Terms and Conditions, the Special Terms and Conditions shall take precedence. The standard terms and conditions of the Service Provider referred to in the acknowledgement of receipt of the order are acknowledged merely for the administrative needs of the Parties, without the conditions therein being included in the established contract.

Under the terms of these T&Cs, the Service Provider is a professional seller in their field and is perfectly aware of the constraints of the Customer, notably in terms of quality, location, cost, and lead-times. It falls upon the Service Provider, in its capacity as a professional in its trade, to confirm the consistency of the requests of the Customer and to advise it with regard to the best current practices and technologies during the performance of the Contract, and on the appropriateness of the Order with regard to the aims of the Customer. The Service Provider is also required to ask for precisions and/or clarifications from the Customer in the event that information is ambiguous in order to ensure that there is no error or omission that may result in incorrect or incomplete performance of the Order and to make any comments that it may find necessary regarding the documents sent by the Customer. Failing this, the Service Provider may invoke no complaints, reservations or exceptions.

Article 1 – PLANS AND DOCUMENTS

The works, drawings, technical documents, reports, and documents aimed at formalising the results or the progress and the status of the implementation of the Services, ("the Deliverables") must be provided to the Customer according to the schedule planned in the Order. They may be used freely by the Customer. The Services must comply with all the documents that constitute the Order and in particular: the order letter, special service specifications, technical specifications, general terms and conditions of purchase, safety procedures, drawings, etc. and must be delivered or performed in accordance with the state of the art and the regulations in force.

Article 2 – ACCEPTANCE AND MODIFICATION OF THE ORDER - PREPARATION OF WORK ACTIVITIES

An Order is considered as accepted upon the transmission to the Customer of acknowledgement of receipt within five (5) working days of the transmission of the Order. The beginning of the performance of any Order implies its acceptance by the Service Provider.

The Customer reserves the right to modify the Order at any point up to the time of performance of the Service. Any modification made to an Order must be subject to an amendment accepted by the Service Provider under the same conditions as stipulated above. The Service Provider may make no modification of any kind to the Services ordered by the Customer without prior written acceptance. Prior to beginning performance of an Order and bearing in mind the purpose of the Order the Service Provider must:

- prepare with the Customer a written prevention plan defining the measures that must be taken by each Party in order to prevent any possible risks.
- submit for approval by the Customer a performance schedule forecasting, for important tasks of the performance, the number of hours of work used as well as the means to be employed for the work.
- communicate to the Customer the main performance plans, the main calculation notes, as well as the important documents relating to the Services that are assigned to the Service Provider, including any possible administrative or other authorisations.
- indicate to the Customer the exact locations where pre-manufacturing will take place where it is necessary, to allow for the acceptance.

The Service Provider is bound to communicate, within three (3) working days of the Customer's request, all the documents regarding the organisation and the correct performance of the Services as well as those of its Subcontractors.

Article 3 – SUB-CONTRACTING – INTUITU PERSONAE

The Service Provider may not assign and/or transfer an Order to a third-party (hereinafter a "Subcontractor"), even without cost, either in full or in part, without the prior written consent of the Customer, failing which the Order may be terminated.

The Service Provider retains full liability for the Service and in particular for the progress of its subcontracted orders. It falls upon the Service Provider to take all necessary measures to ensure that the Customer has, at any time, access to the place where Services are performed (including by its Subcontractors) and all the documents concerning its organisation.

The Service Provider must inform its employees (regardless of the type and the duration of their employment contract), representatives, agents and Subcontractors of the relevant provisions of the T&Cs as well as those for the Order, and in particular those regarding hygiene, safety and the environment. The Service Provider must transfer to its Subcontractors all the relevant obligations resulting from the Order and specifically check the qualifications and the certifications held by its employees, agents, representatives and Subcontractors.

Article 4 – LEAD TIMES

The stipulated contractual dates are mandatory and considered as essential terms of the Order. In the event it is predictable that the contractual dates will be exceeded, the Service Provider must immediately inform the Customer of the extent and the reasons for the delay. The Customer then reserves the right to take all measures that it considers useful in order to preserve its interests, including the termination of the Order according to the provisions of Article 14 hereafter.

Article 5 – PRICE – PENALTIES

5.1 PRICE

The Prices on Orders are fixed and unmodifiable. They include all taxes (excluding VAT), contributions and insurance costs. These prices also include all the supplies, associated means and services, any studies, the delivery of any

documentation required and the Deliverables, and staffing costs for the Service Provider, Subcontractors, and the tools and equipment required for the performance of the Order.

It is expressly agreed that if certain details or accessories that, in compliance with the state of the art, are required for the Service, are not specified in the Order, it shall fall upon the Service Provider to proceed in good time with the necessary amendments and additions and to inform the Customer of them without this giving rise to any increase in the price. When the place for the performance of the work activities constitutes part of the Order, no addition may be allowed by the Customer to the agreed price as a consequence of the taking into account by the Service Provider of the local climate or other conditions.

5.2 PENALTIES / LIQUIDATED DAMAGES

Where appropriate, any failure by the Service Provider to respect the lead times of an Order and/or in the event of an injunction on behalf of the Customer, which fails to find effect within the given time, may be sanctioned by a penalty or by liquidated damages (L/Ds). In any event penalty or L/Ds are a genuine pre-estimate of the loss of the Customer and do not deny the Customer the right to demand compensation for the total prejudice suffered, nor do they exonerate the Service Provider of its obligations. The allocation of penalties or L/Ds to the benefit of the Customer in no way deprives it of the capacity to terminate an Order according to the terms allowed for in Article 14 herein.

Article 6 – INVOICING – PAYMENT TERMS

6.1 INVOICING

Invoices shall be issued for each payment period, in accordance with the terms and conditions of the related Order, indicating the type, rate and the amount of taxes. In the event that only one invoice is issued, it shall be issued after compliant delivery of the Service or Deliverable duly accepted by the Customer.

6.2 PAYMENT TERMS

The Order stipulates the agreed payment periods. Payments are made by bank transfer after compliant delivery designated by final acceptance or single acceptance (according to the terms described in Article 8) of the Service and/or the Deliverables, upon receipt of a compliant invoice. The Customer shall be entitled to offset debts that it may hold over the Service Provider against debts that it may owe to the latter, and this, regardless of the nature of the debt, including penalties or L/Ds.

6.3 The Customer may hold back 5% of the value of the Order before tax as a security. The amount held back shall be payable on the expiry of the warranty period subject to the fulfilment of all the obligations of the Service Provider. It may be paid upon provisional acceptance against a guarantee of warranty period for the equivalent amount given at the expense of the Service Provider.

6.4 The Customer may if it wishes, obtain from the Service Provider and at the expense of the latter, a performance guarantee in the form of a bankers guarantee equal to all or part of the cost of the Service and that may be released on the final receipt date of the Service. The guarantees and security referred to above should be issued by a body approved by the Customer and should include an express waiving of the right to discussion and an undertaking not to enter into a dispute for any reason whatsoever.

Article 7 – QUALITY CONTROL

As from the moment that an Order is placed, the Service Provider shall:

- indicate to the Customer the exact places and the schedule for the performance of the Services, the dates the Services shall be received where appropriate, the documents regarding Inspection and Quality Assurance (Quality manuals, chronological quality and inspection schedules, etc.) as well as those of Subcontractors. The Customer shall be immediately notified of any change or modification to this contractual information.

- allow the Customer, or a third party appointed to this end, to inspect or control subject to reasonable notice, the Services, the state of progress, the correct performance, or the means for performing the Order, and the quality systems employed by the Service Provider. Each Party shall assume the costs they incur related to the inspection. Operations for control, inspection and approval do not in any way reduce the contractual liability of the Service Provider, in particular with regard to the extent of its own inspections. These do not equate to approval of the Services and do not prejudice the Customer's right to refuse all or part of the Services upon delivery.

- inform the Customer of any event that may affect or compromise in any way the provision of the Services, without this releasing the Service Provider from its obligations.

Article 8 – ACCEPTANCE OF SERVICES

8.1 Any delivery of Services, Deliverables and/or associated services is subject to acceptance by the Customer. This formality, which is distinct from the inspections performed during the performance of the Order, consists either of a provisional acceptance followed by final acceptance, or by a single acceptance.

Until compliant final acceptance or single acceptance, the Services or Deliverables recognised as non-compliant by the Customer must be started again, replaced and/or repaired by the Service Provider, without this having any effect on the provisions of the Order.

8.2 Provisional acceptance or single acceptance, occurring after the performance of operational and/or performance tests, is intended to check the overall compliance of the Services and Deliverables (quantity, quality, performances, etc.) with regard to the terms of the Order. This implies the provision to the Customer of the documents provided for in the Order (technical drawings and documents, list of spare parts, etc.) before acceptance. The fact that a non-compliance was not discovered by the Customer may under no circumstances be invoked by the Service Provider to release it from all or part of the guarantees by which it is bound.

Provisional acceptance may be declared with reservations to the extent that they are minor. These reservations must be lifted by the Service Provider in the prescribed time limits. Provisional acceptance may not be declared if these reservations are major. In which case, or in the event of non-compliant single acceptance, the Service Provider must take necessary steps to bring the products into compliance and/or replace all or part of the work, at its expense and risk, in a lead time fixed by agreement between the Parties.

Unless otherwise specified in the Order, provisional acceptance or single acceptance marks the start of the standard manufacturer's warranty.

8.3 Final acceptance, if it is specified in the Order, is the act by which the Customer acknowledges that the Services and Deliverables are compliant with the Order specifications and that the Service Provider has fulfilled its contractual undertakings, without prejudice to and subject to the general law responsibilities by which it is bound or the guarantees that remain applicable. Where no other provisions are made, final acceptance shall be declared after provisional acceptance wherein all the reservations have been lifted and after all the documentation and Deliverables due for delivery for final acceptance have been provided. However, with regard to the part of the Services that was subject to reservations, the final acceptance shall not be declared until the date of a report lifting the said reservations. Compliant provisional acceptance becomes final.

8.4 In the event that the Service is non-compliant with any of the stipulations of the Order, the Customer reserves the right to terminate the Order pursuant to the provisions of Article 14 herein.

Article 9 – WARRANTIES

9.1 The Service Provider guarantees that the Service is compliant with the Order, the characteristics and performances specified therein, the technical specifications, the state of the art, and all legal obligations and standards in force. It guarantees the supply of Deliverables in good time. These requirements are an obligation of results for the Service Provider. Unless otherwise specified in the Order, the warranty period may be of no less than twelve (12) months from the compliant acceptance of the Service.

9.2 The fact that the Customer may have knowledge of information communicated by the Service Provider regarding the means that the Service Provider shall implement in order to achieve the above mentioned results, and the Customer's knowledge in this area, does not release the Service Provider of its obligation of results, nor does it restrict the means that it should implement in order to meet its obligation of results.

In the event that the Service Provider fails to achieve the above mentioned results or fails to satisfy its obligation of results, the Customer may, after a formal notification remains without effect in the time limit specified in the Order and without recourse to a court order or other legal proceedings, replace the Service Provider (or designate a third party of its choice as a replacement), at the expense and risks of the Service Provider.

Also, in the event of any failing on the part of the Service Provider and wherein the urgency of the situation so requires (in particular for safety reasons or when the equipment or production facilities are in danger), the Customer may, without recourse to a court order or other legal proceedings but by simple notice describing the circumstances, immediately replace the Service Provider or one of its Subcontractors (or designate a third part of its choice), at the expense and risks of the Service Provider.

9.3 For the Service Provider, the guarantees consist of replacing, restoring, repairing and/or completing and in general perfecting the Services performed to make them entirely compliant and fit to provide the performances and the reliability required.

All expense and charges incurred during the implementation of this guarantee shall be covered by the Service Provider. The Service Provider shall also be bound by the terms and conditions of any performance guarantees stipulated in the special terms and conditions of the Order.

Without prejudice to the previous provisions, the Service Provider is bound by the legal guarantee of latent defects and faults of compliance. Anything that may have been replaced or repaired under the terms of the warranty stipulated herein shall be covered by an identical warranty covering the same duration and terms as the original warranty.

Article 10 – LIABILITY – INSURANCE

10.1 LIABILITY

Beyond an obligation of results, the Service Provider is bound by a general obligation to advise and inform for any matter relating directly or indirectly to the performance of the Order.

The Service Provider is liable, regardless of the reason, for any damage or loss caused by the said Service.

More generally, the Service Provider is liable under the terms of general law for damages of any type of which the Customer, its agents, contractors or third parties may be victim or that their property may be caused to suffer during the performance of the Order. The Service Provider expressly acknowledges that no limit of liability is accepted.

10.2 INSURANCE

The Service Provider declares that it holds appropriate insurance policies, taken out with insurance companies of good standing, covering the financial consequences and its liability or that of its employees or contractors for direct and indirect damage that they may cause to the Customer and/or its facilities, furniture, equipment, personnel or to third parties during the performance of the Order. The Service Provider undertakes to provide proof of the payment of the corresponding premiums within three (3) calendar days of the request by the Customer.

Article 11 – INTELLECTUAL AND/OR INDUSTRIAL PROPERTY, CONFIDENTIALITY

The Customer shall, with the exception of the methods and expertise owned or acquired previously or independently by the Service Provider, become owner as they are produced of any document, Deliverable, dossier, report, drawing and more generally any element created by the Service Provider under the terms of the Order, as well as any information, inventions with or without patents, any procedures, and any equipment, prototypes, test equipment, models, software (whether it be in the form of object code, source code or any other form), obtained, created or developed by the Service Provider.

In this regard, the Service Provider undertakes to transfer to the Customer, in an exclusive manner, all the rights of use, representation, reproduction and adaptation for all the documents created under the terms of the Order, as well as all the intellectual property rights. This transfer that covers all domains, including the internet domain, shall take effect for the full term of the protection of the rights according to legislation in force, and in particular the provisions of the French Intellectual and Industrial Property Code.

The Service Provider shall hold harmless the Customer against any complaint or action undertaken by the beneficiary of any industrial or intellectual property right and in particular patent, brand, design, model etc. during the performance or the use of the Service, subject to the Order and this during the full term of these rights.

The Service Provider shall be bound to compensate the Customer for any costs and damages entailed by court decision for in particular infringement, including in particular the legal fees of representation and advice on patent law, the compensation for infringement, the fees for the replacement or the modification intended to remove the infringement as well as the damages for interruption of use of the infringing Services.

The Service Provider shall refrain from communicating to anybody, without the prior written consent of the other Party, all or part of the information relating to the business of the Customer gathered during the performance of the Order. The Service Provider may not broadcast or in any way advertise the fact that they provide Services for the Order without the prior written consent of the Customer.

Article 12 – HEALTH, SAFETY, ENVIRONMENT, ETHICS

12.1 The Service Provider must adhere to the principles stipulated in the Environmental, CSR, and Safety charters, and the Code of Ethics of the Customer and supply the Customer with Services and products, materials, products, items or equipment and any related services that all adhere to these principles and comply strictly with the health and safety in the work place standards and environmental regulations in force at every stage in design, manufacture, transport and delivery. These charters and documents may be consulted on the following website: <http://www.eramet.com>.

12.2 The Service Provider shall communicate to the Customer all the mandatory information regarding the substances contained in or the components of the products supplied that may be required in order for the Customer and the Service Provider to respect environmental legislation, as well as any relevant information regarding safety, security and the environment related to the commissioning, the transformation, the handling, the use and the storage of the materials, or equipment associated with the Services. The Service Provider shall inform the Customer of any specific constraints for the designated place of performance of the Services (Prevention plans and safety procedures, configuration of activities, traffic and movement, etc.) and undertakes to respect them strictly.

The Service Provider undertakes that any products provided during the Service shall be free of any sealed source and any index of radioactivity above the norm (natural, ambient radiation).

12.3 When certain operations such as visits, assembly, configuring, testing, commissioning, maintenance, etc. imply the presence of staff from the Service Provider on the facilities of the Customer, the Service Provider is bound to ensure that its staff, who remain under its responsibility, adhere to the hygiene and safety rules and more generally any applicable regulation on the site where the operations are performed.

12.4 The Service Provider attests on its honour that its employees or agents have made and shall make no payments, gifts or provide any service of any kind to any employee or representative of the Customer in order to win Orders, and undertakes to inform the management of the Customer concerned in the event of a failure to adhere to any of the above mentioned undertakings.

In the event that the Service Provider fails to comply with any of the obligations regarding safety, health, or the environment and the principles laid down in the Environmental Charter or Code of Ethics of the Customer, the Customer shall have the right to cancel the Order, without prejudice to the application of damages and interest.

Article 13 – FORCE MAJEURE

Force Majeure covers any external event that is both unexpected and insurmountable and that prevents the Party from performing the obligations for which it is responsible. Neither of the Parties may be held liable for a delay or any other failing in its obligations under the terms of the Order when this failing is due to an event of Force Majeure.

In any event the following shall not be considered as Force Majeure:

- strikes and, in general, the fact that its contractors, agents, authorised intermediaries and/or Subcontractors, as well as any lacking that may be due to any failure of materials or equipment used for the performance of the Order.

- delays in the delivery of raw materials.

When a Party wishes to declare an event of Force Majeure, it must advise the other Party in writing, immediately or at the latest within eight (8) days of the occurrence, of all elements justifying the unpredictable, insurmountable and external nature of the event that makes it impossible according to the Party to respect its obligations and the consequences that it foresees for the Order.

Article 14 – TERMINATION OF THE ORDER

In the event of a failure to perform, or incorrect performance, or violation by the Service Provider of one or more of its obligations under the terms of the Order, the Order may be terminated automatically by the Customer without prejudice to the application of penalties for late delivery and/or compensation and/or damages and interest that may be required from the Service Provider and without the latter being entitled to claim any compensation.

Even if the Service Provider has not failed in its contractual obligations, the Order may be terminated at the Customer's discretion, subject to respecting a notice period of fifteen (15) calendar days following written notification sent to the Service Provider. In which event the Customer shall pay the Service Provider:

- any amounts due at the time of the termination, in particular work-in-progress, and this taking into account the advances or any other payments already made, and
- the cost of any possible compensation for the performance of approved secondary orders.

Article 15 – CHANGE IN THE SITUATION OF THE SERVICE PROVIDER

In the event of any major modification to the financial situation of the Service Provider, its structure, elements of control or its Management, the Service Provider is bound to immediately inform the Customer. If such a modification is, in the opinion of the Customer, of such a nature as to compromise the proper performance of the Order, the Customer may require guarantees or cancel the Order under the terms of Article 14 herein.

Article 16 – APPLICABLE LAW – SETTLEMENT OF DISPUTES

The Order and in particular the terms of its performance and their consequences are subject to the applicable laws of France, or to the laws of the site of the Customer in case the Customer is situated outside of France.

Any dispute between the Parties regarding the existence, validity, interpretation, or performance of an Order, or of any of its clauses, that the Parties are unable to settle amicably, shall be submitted by the first Party to act to the competent court of the registered office of the Customer.