



**CONSTELLIUM AUTOMOTIVE USA LLC
GENERAL PURCHASING TERMS & CONDITIONS**

1. ENTIRE AGREEMENT: Except as may otherwise be specifically provided for by written agreement accepted by both Parties, or as provided in these General Purchasing Terms and Conditions (“Terms and Conditions”), a purchase order (issued in accordance with Section 3(a)) or purchase agreement (and any appendices thereto) and these Terms and Conditions constitute the agreement between the Parties (collectively, the “Purchase Order” or “Order”) for the purchase of the product(s) designated in the Purchase Order (“Product”) and certain services related to the Products.

2. PARTIES: Constellium Automotive USA LLC shall be referred to herein as “Constellium” and the seller(s) of the Product shall be referred to herein as “Seller”, and the parties together shall be referred to herein as the “Parties.”

3. OFFER AND ACCEPTANCE:

a. Where a purchase order is issued by Constellium without a related purchase agreement in place between Seller and Constellium, the order is an offer to Seller by Constellium for the purchase of Products. Such a purchase order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in such purchase order to any quote, offer or proposal made by Seller is solely to incorporate the description or specifications

of the Products but only to the extent that the description or specifications do not conflict with the description and specifications of the Products in the purchase order, agreed-upon specifications, or other applicable documents from Seller describing or specifying the Products. Seller's written acceptance, Seller's commencement of any work under the purchase order, or any other conduct by Seller in furtherance of the subject matter of the purchase order constitutes Seller's acceptance of the Order. If the purchase order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to and conditional upon Seller's acceptance of the terms of the Purchase Order exclusively.

b. Except and only to the extent that they do not conflict with the terms on the face of the Purchase Order, the following documents are incorporated into the agreement between Constellium and Seller relating to the Products: (i) any signed letters of intent, memorandum of understanding, supply agreement and nomination/award letter; (ii) Material Releases (as defined below) issued by Constellium to Seller under the Purchase Order (iii) the Statement of Work (“SOW”), prints, drawings, CAD documents, and specifications for the Products; and (iv) Constellium's policies, as revised by Constellium from time to time. Constellium's policies include, without

limitation Supplier Quality Assurance Manual, Technical Delivery Conditions Extruded Profiles 6xxx, logistics guidelines, packaging and logistics specifications, manuals and quality assurance policies. Constellium's policies may be obtained by contacting Constellium. The terms of Constellium's Customer's contracts with Constellium may also be applicable (and incorporated into the Purchase Order) pursuant to these Terms and Conditions. "Constellium's Customer" means, collectively, any entities to which Constellium, directly or indirectly, sells the Products, or sells any goods or services into which the Products are incorporated (such goods or services, whether sold by Constellium or a third party, "Related Goods"), including any affiliates thereof, and including any original equipment manufacturer and any upper tier seller to an original equipment manufacturer.

c. In the event of any conflict between and among any document incorporated into the Purchase Order, the following controls in order of precedent: (i) the face of the Purchase Order; (ii) the final SOW, prints and specifications; (iii) these Terms and Conditions; (iv) Material Releases; (v) signed documents listed in (b)(i) above; and (vi) Constellium's Policies.

d. ACCEPTANCE OF ANY PURCHASE ORDER ISSUED BY CONSTELLIUM IS EXPRESSLY LIMITED TO THE TERMS OF THIS PURCHASE ORDER AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S QUOTATION FORM, ACKNOWLEDGEMENT FORM, INVOICE OR OTHERWISE, ARE UNACCEPTABLE TO CONSTELLIUM AND EXPRESSLY REJECTED BY CONSTELLIUM, AND

SHALL NOT BECOME PART OF THIS PURCHASE ORDER. This Purchase Order can be modified only in the manner described herein.

e. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are part of the Purchase Order, Seller shall immediately submit the matter to Constellium for its determination and shall comply fully with Constellium's determination. Constellium is relying upon the expertise of Seller in the selection, manufacture and integration of the Products. If Seller is made or becomes aware that the Products are not appropriate for the use intended by Constellium or that the specifications given to Seller by Constellium or Constellium's Customer will result in less than optimal performance of the Products, Seller shall immediately notify Constellium. Seller shall also notify Constellium if the location of the Products within the vehicle will affect their performance or if additional protection or modification of the Products (different than that called out in the prints or specifications) is necessary for the Products to perform for their intended use.

4. QUANTITIES; DELIVERY:

a. Unless the Order provides for a specific quantity of Products, and subject to Constellium's termination rights below, the Order is a requirements contract under which Constellium will purchase all (or, if multiply sourced, a specified percentage or range of) Constellium's requirements for the Products for the length of the applicable vehicle manufacturer's program production life (including extensions and model refreshes as determined by the vehicle

manufacturer), unless Constellium's supply obligations with the applicable vehicle manufacturer expires or terminates earlier. If the preceding sentence is deemed insufficient by a Court to set a definitive term, the term of the Order shall be the anticipated time period for the program as set forth in Constellium's request-for-proposal documents together with an option granted to Constellium to extend the term for any extension of the vehicle platform announced by the vehicle manufacturer and for which Constellium is supplying Related Goods. Accordingly, Seller must perform pursuant to and may not reject a Material Release or the like if the releases are within the quantities required by Constellium plus a reasonable safety stock during the term of Constellium's obligations to supply products using the Products.

b. Constellium is required to purchase only those quantities identified as firm orders in subsequent material authorization releases, manifests, broadcasts, or similar releases or other instructions delivered by Constellium to Seller in connection with this Order ("Material Releases"). Material Releases are an integral part of the Order, are governed by these Terms and Conditions and are not independent contracts.

c. Constellium may provide Seller with volume or quantity forecasts or projections for the Products or the anticipated duration of the program for which the Products are being produced. Seller acknowledges that the volume/duration projections, unlike a Material Release, are not binding on Constellium. Seller acknowledges that the volume/duration projections are based upon information supplied to Constellium by Constellium's Customer, contain business variables and assumptions, some or all of

which may change over time or may not have been accurate at the time that they were made or later. Constellium makes no representation, warranty or guaranty of any kind or nature as to the accuracy of the volume/duration projections and Seller acknowledges: (i) it relies upon the volume estimate or projection at its own risk; and (ii) that the actual volumes/duration could be significantly less or more than what was projected and that no price adjustment will be made as a result of the differences between actual and projected volumes. Constellium may purchase additional quantities of the listed Products at the prices set forth in this Order, including to bank or inventory Products, pursuant to Material Releases.

d. If not otherwise specified in this Order, delivery of the Products shall be DAP (Incoterms 2010) Constellium's designated facility. The risk of loss passes from Seller to Constellium upon delivery to Constellium's designated facility in accordance with Incoterms, unless otherwise agreed to in writing by Constellium.

e. Time and quantities are of the essence under this Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Constellium, as set forth in this Order and related Material Releases, unless otherwise negotiated and agreed in writing by the Parties. Failure to meet specified delivery times and quantities shall be considered a breach of this Order and Seller shall pay to Constellium any damages or expenses imposed upon or incurred by Constellium as a result of such breach.

f. Constellium may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which will entitle Seller to modify the price for the Products covered by this Order.

g. Constellium is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries.

5. PREMIUM FREIGHT; RELATED COSTS:

a. Seller shall pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed upon delivery dates due to its own acts or omissions. Seller shall pay any costs incurred by Constellium, including costs charged by Constellium's Customer(s) to Constellium, as a result of Seller's failure to comply with shipping or delivery requirements.

b. Constellium shall not be liable for premium freight costs, even if such costs are initially paid by Constellium, unless specifically agreed to in advance, in writing, by Constellium and the need for such premium freight costs is not caused by Seller.

6. PACKAGING:

a. Seller agrees: (i) to properly pack, mark, and ship the Products in accordance with the requirements of Constellium, the involved carriers and the country of destination; (ii) to route the shipments in accordance with Constellium's instructions; (iii) to label or tag each container according to Constellium's instructions; (iv) to provide papers with each shipment showing the purchase order number, amendment or

release number, Constellium's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (v) to promptly forward the original bill of lading or other shipment receipt, showing the purchase order number, for each shipment in accordance with Constellium's instructions and carrier requirements. Constellium may specify the carrier and/or method of transportation for the shipment of the Products and Seller shall use such carrier and/or method of transportation.

b. If requested by Constellium, Seller will promptly provide Constellium with the following information in the form requested: (i) a list of all ingredients in the Products; (ii) the amount of each ingredient; and (iii) information concerning any changes in or additions to the ingredients.

c. Before and at the time the Products are shipped, Seller will give Constellium sufficient warning in writing (including appropriate labels on all Products, containers, and packing) of any hazardous material that is an ingredient or part of the Products, together with any special handling instructions that are needed to advise carriers, Constellium, and their employees how to take measures to prevent bodily injury or property damage while handling, transporting, processing, using or disposing of the Products, containers, and packing. Seller agrees to comply with all federal, state, provincial, and local laws and regulations pertaining to product and warning labels, including without limitation, all Material Safety Data Sheet (MSDS) requirements.

d. Seller will reimburse Constellium for any expenses incurred as a result of improper packing, marking, routing, or shipping.

e. In no event will shipping documents attached to or contained in the shipment display pricing information or any of Constellium's proprietary information.

f. In the event that no packing requirements are provided by Constellium, Seller will pack the Products in accordance with applicable Automotive Industry Action Group (AIAG) packing requirements.

7. INSPECTION, NON-CONFORMING GOODS/SERVICES, AUDIT:

a. Constellium and Constellium's Customer(s), upon reasonable notice, may enter Seller's facility to inspect the facility and to conduct a routine audit of the production of the Products for any purpose whatsoever including, without limitation quality, cost, or delivery verification, audit materials and any of Constellium's Property (defined below) covered by this Purchase Order.

b. Constellium's inspection of the Products, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any Products, work-in-process or finished goods. Constellium's acceptance, inspection, or failure to inspect the Products does not relieve Seller of any of its responsibilities or warranties with respect thereto or constitute joint fault for any breach of this Purchase Order by Seller. Nothing in this Purchase Order releases Seller from the obligation of testing, inspection, and quality control of the Products.

c. If non-conforming Products are shipped to and rejected by Constellium, Seller, at its sole expense, shall immediately ship conforming Products to Constellium in place of the non-conforming Products, unless directed in writing by Constellium to do otherwise.

d. In addition to other remedies available to Constellium for non-conforming Products, (i) Seller agrees to authorize return of the Products, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Constellium may correct, or have corrected, at any time non-conforming Products; and (iii) Seller will reimburse Constellium for all reasonable costs and expenses that result from any rejection or correction of non-conforming Products, including the cost of inspection and/or sorting, whether done internally by Constellium or by a third-party.

e. Seller will develop and document a corrective action plan within a commercially reasonable period after receipt of a non-conforming sample and will take whatever measures are necessary to correct the non-conformity. Constellium, in its sole discretion, may require Seller to perform additional inspections of the Products, at Seller's sole cost and expense, for a commercially reasonable period after discovery of non-conforming Products, including without limitation, after the corrective action has been taken.

f. Payment for Products is not an acceptance, does not limit or impair Constellium's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent or apparent defects.

g. Seller will retain all documents, data and other records pertaining to the Products for at least two (2) years following the later of: the last delivery of the Products; the date of the final payment to Seller under the Purchase Order; the expiration of any applicable warranty periods for the Products or of any applicable governmental or industry required retention periods, or such date as required by Constellium's Customer.

h. Seller will permit Constellium (or a third-party designated by Constellium) to review Seller's books and records concerning compliance with this Purchase Order and Seller's overall financial condition. Seller agrees that if Seller experiences any delivery or operational problems, Constellium may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Constellium provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under this Purchase Order, Seller will reimburse Constellium for all costs, including attorneys' and other professionals' fees, incurred by Constellium in connection with such accommodation and will grant access to Constellium to use Seller's premises and machinery, equipment, and other property necessary for the production of the Products covered by this Purchase Order. If Seller becomes a debtor in bankruptcy or surrenders its assets to a lender or state court receiver and, Constellium, to obtain and/or continue the continuous flow of Products, participates in a post-petition (or post surrender) loan to Seller, Seller acknowledges and agrees that the funds advanced to participate in the loan

(including attorney's fees) shall be deemed "cover" damages within the meaning of section 2-712 of the Uniform Commercial Code.

8. INSURANCE:

a. Seller shall, at its own expense, maintain and carry in full force and effect general liability, general automotive liability, public liability, workers' compensation liability and property damage (fire, casualty and theft) insurance. All insurance shall be maintained in such amounts and with such deductibles as required by Constellium. Seller's insurance shall insure against any liability for loss, injury, damage or claims caused by or arising out of or in connection with the operation of Seller's business including injury to or death of Seller's employees, agents, or any other persons and damage to or destruction of public or private property. Constellium shall be named as an additional insured on the policies for such insurance and Seller shall provide certificates of such insurance to Constellium evidencing that Constellium is an additional insured. Such certificates shall state that Constellium will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence or non-existence of insurance does not release Seller of its obligations or liabilities under this Order. Seller is obligated to obtain from Constellium the specific requirements for insurance policies applicable to the Purchase Order.

9. MANUFACTURE AND QUALITY CONTROLS:

a. Seller will conform to the quality control standards and inspection systems that are

established or requested by Constellium, and those established or requested by Constellium's Customer(s).

b. Seller will also participate in supplier quality and development programs of Constellium, and (to the extent directed by Constellium) Constellium's Customer(s) that apply to the Products described in this Purchase Order.

c. Seller agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Constellium and (as applicable) Constellium's Customer(s), and agrees to present this information to Constellium upon request, at the level requested, unless otherwise specifically agreed by Constellium in writing.

d. Upon PPAP approval for the Products, Seller must continue to manufacture the Products in strict compliance with the PPAP approval and may not change or alter in any manner (i) any third party supplier to Seller of the services, raw materials or supplies used by Seller in connection with its performance under the Purchase Order, (ii) any facility from which Seller and/or any such third party Seller operates and that relates in any way to the Products, or to services, raw materials or products used by Seller in connection with performance under the Purchase Order, (iii) the price of any Products covered by the Purchase Order, (iv) the nature, type or quality of any services, raw materials or products used by Seller or its Sellers in connection with the Purchase Order, (v) the fit, form, function, appearance or performance of any Products covered by the Purchase Order, or (vi) any production method, or any process or software, or any production equipment used

in the production or provision of, or as part of, any Products under the Purchase Order. Seller acknowledges that any change in the Products from the approved PPAP level may materially and detrimentally affect the functionality of Constellium's products or any Related Goods and may also affect the safe or required operation of the vehicle in which the assembly is installed.

e. Seller may seek approval from Constellium for changes in the materials, process or manufacture of the Products after PPAP. Constellium may deny its approval for any change for any reason. As a condition precedent to seeking any change or PPAP deviation from Constellium, Seller must: (i) agree to pay all of the costs involved in re-PPAPing the Products including any testing which may reasonably be requested by Constellium and/or Constellium's Customer; (ii) agree not to charge more than the price on the Purchase Order or, if the manufacturing costs decrease as a result of the changes, pass through the decreased price to Constellium; (iii) agree that all future price decreases previously agreed to by Seller will be implemented; (iv) manufacture a bank of PPAPed Products in such quantities as Constellium may require for a successful transition; (v) support Constellium in PPAPing the Products; (vi) abide by the decision of the vehicle manufacturer whether to allow deviation from PPAP as final and binding; and (vii) fulfill all of the requirements imposed by the vehicle manufacturer and/or Constellium's Customer on Constellium including, without limitation, payment and/or reimbursement to Constellium for any costs reductions.

f. All Products shall permanently bear Constellium's part number and name or

code name, Seller's part number, and Seller's date of manufacture, unless otherwise agreed by Constellium in writing.

g. At all times and for the duration of this Purchase Order, Seller shall maintain on its premises an inventory of Products as specified in the Order or appendices thereto.

h. Traceability and Markings shall be provided according to the Order or appendices thereto or Constellium's Customer's requirements.

i. Tooling Requirements shall be provided according to the Order or appendices thereto.

10. CHANGES:

a. Constellium reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of the Products. Constellium also reserves the right to otherwise change the scope of the work covered by this Purchase Order, including work with respect to such matters as inspection, testing or quality control. Seller shall promptly seek and obtain PPAP approval in connection with such changes and make any requested changes as soon as reasonably possible following such approval. Seller agrees to notify Constellium within ten (10) days, or sooner if required by Constellium's Customer, after receiving notice of a requested change if Seller expects that the change will result in a difference in price or time for performance. Constellium may request additional documentation from Seller of the need for a different price or time for performance. After receiving all requested

documentation, Constellium may, at its discretion, equitably adjust the price or time for performance. If Seller does not provide notice to Constellium within ten (10) business days after a change has been requested that the requested change may result in a difference in price or time for performance, the Parties agree that Constellium's requested change will not affect the price or time for performance.

b. Seller will not make any change in the Products' design, processing, packing, marking, shipping, or date or place of delivery except at Constellium's written instruction or with Constellium's written approval.

11. WARRANTY:

a. Seller expressly warrants and guarantees to Constellium, to Constellium's successors, assigns and Constellium's Customer, and to users of Related Goods, that all Products delivered to Constellium will: (i) conform to the specifications, standards, drawings, samples, descriptions, and revisions as furnished to or by Constellium; (ii) conform to all applicable laws, orders, regulations, and standards in countries where the Products or any Related Goods are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act (and the Federal Motor Vehicle Safety Standards); (iii) be merchantable and free of defects in design, materials and workmanship; and (iv) be selected, designed, manufactured, and assembled by Seller based upon Constellium's intended use and be fit and sufficient for the purposes intended by Constellium.

b. Seller expressly warrants and guarantees to Constellium, to Constellium's successors, assigns and Constellium's Customer, and to users of Related Goods, that (i) all services performed by Seller in connection with this Order will be performed by qualified and, if applicable, licensed personnel, in a good and workmanlike manner, and in accordance with the highest prevailing industry standards for the type of work performed and in compliance with all applicable laws, orders, regulations, and standards, and (ii) all documentation, specifications, technical information, and other information provided to Constellium by Seller in connection with this Order will be accurate and complete in all respects, and fit and sufficient for the purposes intended by Constellium.

c. The warranties set forth in this Order are in addition to those otherwise available to Constellium in law or equity.

d. The warranty period is the longest of: (i) the warranty period offered by Constellium to Constellium's Customer accruing from the date Constellium's warranty to Constellium Customer begins; (ii) the warranty period provided by applicable law; or (iii) the warranty period offered by Constellium's Customer to end-users for any Related Goods, regardless of the time of acceptance of the Products.

e. At Constellium's request, Seller shall fully participate in any root cause investigation or analysis conducted by Constellium and/or Constellium's Customer relating in any manner to the failure of the Products and provide all information requested by Constellium concerning the Products. In the event that the root cause analysis of a warranty failure is inconclusive

but implicates the Products, the extent of Seller's liability to Constellium will be based upon a good faith allocation by Constellium of the responsibility for the warranty failure.

f. In the event that Constellium, Constellium's Customer, or ultimately the vehicle manufacturer voluntarily or pursuant to a government mandate, makes an offer to provide remedial action to address a defect or non-conforming condition of the Products (or any Related Goods), in connection with a recall campaign, service action or other corrective action ("Remedial Action"), the warranty shall continue for such time period as may be dictated by Constellium's Customer or the government unit.

12. INDEMNITY:

a. Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or arising in connection with the furnishing of Products or services by Seller, its subcontractors, officers, agents, or employees. Constellium shall not be responsible for any injury to person or damage to property resulting from use, misuse or failure of any item furnished to Seller by Constellium, and the use of any such item by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage. To the fullest extent permitted by law, Seller will defend, indemnify, and hold harmless Constellium, Constellium's successors and assigns, Constellium's Customer, and dealers and users of the products sold by Constellium or any Related Goods, against all damages, claims, or liabilities and expenses (including attorneys' fees and

other professionals' fees, settlements, releases and judgments) to the extent such damages, claims, or liabilities and expenses arise out of or relate in any way to Seller's representations, performance or obligations under this Purchase Order or under any legal theory related to the Products.

b. If Seller performs any work on Constellium's or Constellium's Customer's premises or utilizes the property of Constellium or Constellium's customer, whether on or off Constellium's or Constellium's Customer's premises: (i) Seller will examine the premises to determine whether they are safe for the requested services and will advise Constellium promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises; and (iii) to the fullest extent permitted by law, Seller will indemnify and hold Constellium and Constellium's customer (and their respective officers, directors, employees, agents and successors and assigns) harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) for damages to property or person to the arising out of or relating in any way to Seller's work on the premises or Seller's use of Constellium's or Constellium's customer's property.

c. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Constellium has the right to be represented by and actively participate through its own counsel in the defense and resolution of any

indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Purchase Order, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under Workers' Compensation Acts, occupational disease acts, disability benefits acts or other employee benefits acts.

13. CONSTELLIUM'S LIMITED LIABILITY:

Constellium's sole liability under the Purchase Order (including its termination, expiration or cancellation) is to pay for the Products in accordance with, and to pay the specific termination related amounts described in, the Purchase Order. IN NO EVENT SHALL CONSTELLIUM BE LIABLE TO SELLER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS PURCHASE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

14. REMEDIES:

a. The rights and remedies reserved to Constellium in the Purchase Order will be cumulative with and in addition to all other or legal or equitable remedies available to Constellium. Seller is liable for all direct, incidental and consequential damages (including lost profits), losses, costs, and expenses incurred by Constellium resulting

from Seller's breach of warranty, its failure to deliver conforming and non-defective Products or to comply with the shipping and delivery or other requirements of Constellium and/or its failure to comply with the terms of this Order, even if Seller has cured the breach. These damages include without limitation costs, expenses and losses incurred directly or indirectly by Constellium in connection with: (i) inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Products; (ii) interruptions at Constellium's or Constellium's Customer's facility; (iii) conducting or participating in Remedial Action(s) or other corrective service actions; or (iv) personal injury (including death) or property damage caused by the nonconforming Products. Constellium's damages may include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Constellium and other costs associated with Constellium's administrative time, labor and materials.

b. In any action brought by Constellium to enforce Seller's obligations in connection with the production or delivery of Products or transition support, for any deviation from PPAP, for possession of property, or for breach of Seller's confidentiality and intellectual property-related obligations hereunder, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Purchase Order and that, in addition to all other rights and remedies that Constellium may have, Constellium shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach, in addition to Constellium's reasonable attorneys' fees.

c. If requested by Constellium, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Products, and will participate in and comply with warranty reduction or related programs of Constellium or Constellium's Customer that relate to the Products.

d. If the Products or any Related Goods, the extent of Seller's liability will be based upon a good faith allocation by Constellium (or Constellium's Customer) of responsibility for the Remedial Action. Constellium will notify Seller as soon as practicable after Constellium learns in writing that a Remedial Action being considered implicates the Products, and thereafter provide Seller with the data provided to it by Constellium's Customer relating to the potential Remedial Action. In the event Constellium's Customer sets-off the cost of a Remedial Action against sums due to Constellium and Constellium and/or Constellium's Customer determines, in good faith, that the Remedial Action was caused by the failure of the Products to conform to the quality standards and/or warranties set forth in these Terms and Conditions, in whole or in part, Constellium may set-off the costs to Constellium of the Remedial Action against sums due to Seller prior to the allocation of responsibility set forth above.

15. SET-OFF; RECOURPMENT:

In addition to any right of setoff or recoupment permitted by law or this Order, all amounts due Seller shall be considered net of indebtedness or obligations of Seller to Constellium. Constellium may set off against or recoup from any amounts due or to become due from Seller, any amounts due to Constellium however and whenever

arising. If an obligation of Seller to Constellium is disputed, contingent or unliquidated, Constellium may defer payment of all or a portion of the amount due to Seller until such obligation is resolved. Further, in the event Constellium reasonably feels itself at risk, Constellium may withhold and recoup a corresponding amount due Seller to protect against such risk. For purposes of this Section only, the terms "Constellium" and "Seller" shall include their parent companies, subsidiaries, brother/sister companies and affiliates.

16. COMPLIANCE WITH LAWS:

a. Seller, and any Products supplied by Seller, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances or standards, that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the Products and services related thereto, including, without limitation, laws relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. This Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Products or in their manufacture shall satisfy applicable governmental and safety constraints on restricted, toxic, and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller will indemnify Constellium against, defend Constellium and hold Constellium harmless from any liability, claims, demands, or expenses (including attorneys' fees and other

professionals' fees, settlements, releases and judgments) relating to Seller's noncompliance under this Section.

17. TRANSITION OF SUPPLY:

a. In connection with the expiration, cancellation or termination of the Purchase Order by either party, in whole or in part, for any or no cause (including, without limitation, Constellium's decision to change to an alternate source for manufacture of the Products whether or not to a Constellium-owned or -operated facility), Seller must cooperate in the transition of supply. Seller will continue production and delivery of all Products as ordered by Constellium, at the prices and in compliance with the terms of the Purchase Order, without premium or other condition, during the entire period reasonably needed by Constellium to complete the transition to the alternate supplier(s). Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Constellium in writing.

b. At no additional cost to Constellium, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components. Seller shall provide all notices necessary or desirable for Constellium to resource the Products from an alternative supplier.

c. If and when requested by Constellium, Seller will return to Constellium all Constellium's Property in as good condition as when received by Seller (reasonable wear and tear excepted) and will comply with Seller's other obligations relating to Constellium's Property and Seller's Property in these Terms and Conditions and in relation to subcontracts.

d. If resource of the Products occurs for reasons other than Seller's termination or breach, Constellium will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Constellium prior to incurring such amounts of its estimate of such costs. If the Parties disagree on the cost of Transition Support, Constellium will pay the agreed portion to Seller and the parties will work in good faith to resolve the disagreement as promptly as possible.

18. TECHNICAL INFORMATION DISCLOSED TO CONSTELLIUM:

a. Unless otherwise agreed to in writing by Constellium and Seller, no information disclosed in any manner at any time by Seller to Constellium will be deemed secret or confidential.

b. Seller agrees not to assert any claim against Constellium, Constellium's Customer, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Constellium in connection with the Products and services covered by this Purchase Order.

19. PROPRIETARY RIGHTS; INDEMNIFICATION:

a. Seller agrees: (i) to defend, hold harmless and indemnify Constellium, its successors, and Constellium's Customer against claims of actual or alleged direct infringement (including literal infringement and infringement under the Doctrine of Equivalents) of, or contributory infringement of or inducement to infringe, any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret) and against any resulting damages or expenses (including attorneys' and other professionals' fees, settlements, releases and judgments) to the extent such damages or expenses arise out of or relate in any way to the Products covered by this Purchase Order (including without limitation their manufacture, purchase, use and/or sale) or under any legal theory related to the Products, including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Constellium that such infringement arose out of compliance with Constellium's specifications; (ii) to waive any claim against Constellium, including any hold harmless or similar claim, in any way related to a third-party claim asserted against Seller or Constellium for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret), including claims arising out of specifications furnished by Constellium; (iii) that Constellium, Constellium's subcontractors and Constellium's Customer have the worldwide, irrevocable right and license to repair, reconstruct, rebuild, and make, and to have repaired, reconstructed, rebuilt, and

made, the Products without payment of any royalty or other compensation to Seller or any other party; (iv) that manufactured parts based on Constellium's drawings or specifications may not be used for Seller's own use or sold to third parties without Constellium's express written authorization; (v) to assign to Constellium each invention, discovery, or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in connection with the performance of this Purchase Order; (vi) that if the sale or use of the Products is enjoined or, in Constellium's sole judgment, is likely to be enjoined, Seller will, at Constellium's election and Seller's sole expense, procure for Constellium the right to continue using the Products, replace the same with equivalent non-infringing goods or modify such Products so they become non-infringing; (vii) upon completion of this Purchase Order, Seller will promptly disclose in an acceptable form to Constellium all such inventions, discoveries, and improvements and will cause its employees to sign any papers necessary to enable Constellium to obtain title to and to file applications for patents with respect thereto throughout the world; and (viii) to the extent that this Purchase Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire" and Seller hereby assigns to Constellium all right, title, and interest in all copyrights and moral rights therein.

b. All Products or other deliverables provided under this Purchase Order (including, for example, computer programs, technical specifications, documentation and

manuals) shall be original to Seller and shall not incorporate any intellectual property rights (including copyright, patent, trade secret, mask work or trademark rights) of any third party, unless otherwise expressly agreed by Constellium in writing.

c. All Products or other deliverables provided under this Purchase Order, and all related intellectual property rights, will be owned by Constellium and not by Seller, unless otherwise expressly agreed by Constellium in writing.

d. Seller will ensure that the terms of its contracts with its subcontractors are consistent with the terms of this Section.

20. TERMINATION:

a. Constellium may terminate this Purchase Order for any reason upon ninety (90) days' written notice to Seller.

b. Either party may terminate this Purchase Order at any time forthwith upon the happening of any of the following events:

i. insolvency of the other party;

ii. filing of any voluntary or involuntary petition or bankruptcy by or against the other party;

appointment of a receiver or trustee or administrator or liquidator for the other party; or

iii. execution of an assignment for the benefit of creditors by the other party.

c. Furthermore, Constellium may terminate this Purchase Order at any time forthwith

upon the happening of any of the following events:

- i. a breach, either singly or in the aggregate, of any obligation of Seller imposed by this Purchase Order, if Seller fails to remedy such breach within fifteen (15) days after it has been given written notice thereof;
 - ii. upon notice of the cancellation of Constellium's supply agreement with Constellium's Customer for the Product;
 - iii. upon ninety (90) days' notice of Constellium's intent to begin in-house production of the Product;
 - iv. upon thirty (30) days' notice from Constellium that it is able to obtain Products from a third party at a lower per unit price than the price payable under Section 4 and within such thirty (30) days' notice, Seller does not agree to reduce such prices payable under Section 4 to match the lower third party price;
 - v. upon notice if Seller is incapable of meeting Constellium's requested amendments to the Specifications; or
 - vi. attempted assignment of this Purchase Order by Seller except as expressly permitted by this Agreement.
- d. If Seller is in the process of producing Product for Constellium on the date of termination of this Purchase Order, such amount of Product which is in the process of being produced in accordance with Constellium's firm orders may be carried

through until completion and delivered to Constellium by Seller and provided that Product meets the Specifications therefor, Constellium shall pay for such Product, the Parties hereto, hereby agreeing that this Purchase Order shall be extended solely for such purpose.

e. Upon termination of this Purchase Order, Seller and Constellium shall each, upon written request of the other, promptly deliver (or destroy under verification procedures acceptable to the affected party) all documents, materials, and other items obtained from or supplied by or on behalf of such party hereunder, together with any copies thereof.

21. SERVICE AND REPLACEMENT PARTS:

a. So that Constellium can satisfy the current model service and replacement parts requirements of itself or Constellium's Customer, Seller agrees to supply Constellium, for a period of 15 years or longer as required of Constellium or Constellium's Customer, with Products and parts and materials comprising the Products. For the first five (5) years of such period, the prices for such Products and parts and materials shall be based on the most recent price(s) under this Purchase Order, and if the Products are systems or modules, Seller agrees to sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in this Purchase Order, less assembly costs, plus any actual cost differential for packaging. At the end of such five (5) year period, the price(s) of such Products and parts and materials shall take into account differences in the cost of materials, packaging, and costs of

production after such period. All of the foregoing components of the price will be documented to Constellium's reasonable satisfaction, including, but not limited to, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements. At Constellium's request, Seller will make service literature and other materials available at no additional charge to support Constellium's service part sales activities. Seller's obligations hereunder shall survive any termination or cancellation of the Order.

22. CUSTOMER SUPPORT:

a. Seller shall comply with the applicable terms and conditions of any agreements between Constellium and Constellium's Customer (the "Customer Purchase Agreements") pursuant to which Constellium agreed or agrees to sell to Constellium's Customer any Related Goods. This provision specifically includes costs and obligations imposed by warranty programs instituted by the vehicle manufacturer that ultimately purchases any Related Goods if applicable to Constellium by Constellium's Customer. If Constellium is not acting as a Tier One Seller, the term Customer Purchase Agreements shall also include the terms and conditions of the vehicle manufacturer that ultimately purchases any Related Goods. Seller will be responsible to ascertain how the disclosed terms affect Seller's performance under the Purchase Order. By written notice to Seller, Constellium may elect to have the provisions of the Customer's Purchase Agreements prevail over any term of the Purchase Order.

b. In the event that Constellium's Customer is financially troubled, within the

reasonable determination of Constellium, and Constellium is able to purchase insurance or obtain a guaranty or otherwise assure payment of amounts due to Constellium from Constellium's Customer (including participation in any government sponsored program), Seller shall pay its pro-rata share of any fees incurred by Constellium to obtain the assurance of payment.

c. In the event that Constellium's Customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding: (i) Constellium permits a reduction in the price(s) paid to Constellium for products incorporating the Products, the price paid to Seller for the Products from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Constellium by its Customer, and the Purchase Order will otherwise remain in effect without modification; (ii) Constellium's Customer suspends or decreases its purchases of "firm" orders, Constellium shall have the right to suspend or decrease its "firm" orders without liability to Seller; and (iii) Constellium's claims for end of program costs, including, without limitation, excess inventory, obsolescence and/or unamortized costs of any kind or nature are not paid in full or otherwise compromised in good faith, Seller's end of program costs will be reduced pro-rata.

23. NON-ASSIGNMENT; RESOURCE REQUESTS:

a. Seller may not assign or delegate its obligations under this Order without Constellium's prior written consent. Constellium may impose any conditions and

restrictions on any assignment by Seller in Constellium's complete discretion. In the event of any approved assignment or delegation by Constellium, Seller shall retain all responsibility for the Products, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by Constellium. Constellium shall have the right to assign any benefit or duty under an Order to any third party upon notice to Seller, with or without Seller's consent.

b. Seller acknowledges that, in a tiered supply chain, Constellium has relied upon Seller's agreement to manufacture the Products at the price and on the terms stated in the Order to allow Constellium to fulfill its contract to sell any Related Goods to Constellium's Customer. Consequently, Seller may not terminate this Order before expiration. Seller may request that Constellium resource the Products to a new supplier, provided that Constellium may refuse to resource the Products for any reason. As a condition precedent to any request to resource, Seller must agree to: (i) pay to Constellium the present value of any increased price for the Products over the expected life of the program prior to the time of resource; (ii) cooperate in all respects with the transition to the new supplier including, without limitation, inspections of current production processes at Seller's facility, licensing any necessary technology to the new supplier, and the removal of all Constellium-owned tooling (including manuals, logs and the like); (iii) reimburse Constellium for any PPAP costs that it may incur as a result of the resourcing; and (iv) transition supply in accordance with these Terms and Conditions. Seller acknowledges that resourcing may be subject to the approval of Constellium's

Customer, and if the approval of Constellium's Customer is required the decision of Constellium's Customer is final and binding.

24. CONFIDENTIALITY; CONSTELLIUM'S PROPERTY:

a. All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), and all documents, standards or specifications, trade secrets, information, materials (including whether or not such materials are in any way modified, altered or processed), and other items furnished by Constellium, either directly or indirectly, whether or not owned by Constellium (collectively "Constellium's Property"), to Seller to perform this Purchase Order, or for which Seller is reimbursed by Constellium, shall remain Constellium's property. Constellium does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees carefully to check and approve all tooling, dies or materials supplied by Constellium prior to using it. Seller shall assume all risk of death or injury to persons or damage to property arising from use of tools, dies or materials supplied by Constellium.

b. Constellium's Property will be held by Seller on a bailment basis, as a bailee-at-will. Seller shall not transfer possession of Constellium's Property without Constellium's prior written consent. Seller bears the risk of loss of and damage to Constellium's Property. Constellium's Property shall be housed, maintained, repaired and replaced by Seller at Seller's expense, shall not be used by Seller for any

purpose other than the performance of this Purchase Order, shall be deemed to be personalty, shall be conspicuously marked by Seller as the property of Constellium, shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Constellium's approval.

c. Seller shall insure Constellium's Property with full fire and extended coverage insurance for its replacement value. Seller shall: (i) disclose Constellium's Property within Seller's organization only to those employees who have a need to know in order to fulfill Seller's obligations hereunder and who are bound by obligations to keep Constellium's Property confidential, provided that Constellium will be fully liable ; and (ii) prevent any Constellium's Property from being divulged to any persons other than those set forth in subsection (i) above, except with the prior written consent of Constellium. This obligation of confidence shall survive termination of this Purchase Order and will continue for a period of three (3) years thereafter or for as long as Constellium's Property remains a trade secret, whichever is longer.

d. Constellium shall have the right to enter Seller's premises to inspect Constellium's Property and Seller's records regarding Constellium's Property. Only Constellium (or Constellium's affiliates) has any right, title or interest in Constellium's Property, except for Seller's limited right, subject to Constellium's unfettered discretion, to use Constellium's Property in the manufacture of the Products. Constellium and its affiliates shall have the right to take immediate possession of Constellium's Property at any time without payment of any

kind. Seller agrees to cooperate with Constellium if Constellium elects to take possession of Constellium's Property. Likewise, effective immediately upon written notice to Seller, without further notice or court hearings, Constellium has the right to enter the premises of Seller and take possession of all or part of Constellium's Property. Seller expressly waives any right to additional notice or process and agrees to provide Constellium or its nominee(s) with immediate access to Constellium's Property. Seller grants to Constellium a limited power of attorney to execute and record on Seller's behalf any notice financing statements with respect to Constellium's Property that Constellium determines are reasonably necessary to reflect Constellium's interest in Constellium's Property. At Constellium's request, Constellium's Property shall be immediately released to Constellium or delivered by Seller to Constellium either (i) FOB transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Constellium's selected carrier, or (ii) to any location designated by Constellium, in which case Constellium will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Constellium's Property.

e. TO THE EXTENT PERMITTED BY LAW, CONSTELLIUM SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO CONSTELLIUM'S PROPERTY SUPPLIED BY CONSTELLIUM. ALL CONSTELLIUM PROPERTY IS PROVIDED

“AS IS” WITHOUT ANY WARRANTIES WHATSOEVER. CONSTELLIUM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSTELLIUM’S PROPERTY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

25. SELLER’S PROPERTY:

a. Seller, at its expense, shall furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and items other than Constellium’s Property that are necessary for the production of the Products (“Seller’s Property”). Seller shall insure Seller’s Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller’s Property to produce goods or services for other customers, including aftermarket customers, such goods or services shall not incorporate any of Constellium’s logos, trademarks, tradenames, or part numbers. Seller shall not disclose or imply in its marketing efforts that these goods or services are equivalent to those purchased by Constellium. Seller grants to Constellium an irrevocable option to take possession of and title to Seller’s Property that is special for the production of the Products under this Purchase Order upon payment to Seller of its net book value less any amounts that Constellium has previously paid to Seller for the cost of such Seller’s Property. This option does not apply if Seller’s Property is used to produce goods that are the standard stock of Seller or if a substantial

quantity of like goods is being sold by Seller to others.

26. CUSTOMS; RELATED MATTERS:

a. For Products that are to be imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection’s (“US Customs”) Customs-Trade Partnership Against Terrorism (“C-TPAT”) initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). At Constellium’s or U.S. Customs’ request, Seller shall certify in writing its compliance with the C-TPAT. Seller shall provide both Constellium and U.S. Customs access to Seller’s facilities and to audit Seller’s compliance with the foregoing. If the Products are transported via ocean carrier, Seller must also comply with U.S. Custom’s Importer Security Filing (“ISF”) and provide the necessary data to the freight forwarder selected by Constellium who will act as Constellium’s agent for filing of the ISF. All data required for the ISF must be in the freight forwarder’s possession not later than twenty four (24) hours before the Products are loaded onto the ocean carrier or such earlier time as the freight forwarder may require. Neither Constellium nor its agents will be responsible for modifying ISFs after the Products is loaded onto the ship. Constellium may disallow the shipment of any Products if U.S. Customs issues any response other than accepted.

b. Export licenses or authorizations necessary for the export of Products and related information (including deemed exports thereof) are Seller’s responsibility unless otherwise stated in the Purchase Order, in which case Seller will provide the

information necessary to enable Constellium to obtain the licenses or authorizations. Seller will promptly notify Constellium in writing of any material or components used by Seller in filling the Purchase Order that Seller purchases in a country other than the country in which the Products are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Constellium of any material or components imported into the country of origin and any duty included in the Products' purchase price. If Products are manufactured in a country other than the country in which Products are delivered, Seller will mark Products "Made in [country of origin]." Seller will provide to Constellium and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Products into the country in which Products are delivered. Seller warrants that any information that is supplied to Constellium about the import or export of Products is true and that all sales covered by the Purchase Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Products are exported.

c. Products and/or containers shall be marked as per the requirements of applicable U.S. law including, but not limited to, 19 CFR §134 (as amended from time to time). Scientific and laboratory instruments shall be legibly and conspicuously so marked by die-stamping, case-in-the-mold lettering, acid or electrolytic etching, engraving, or by means of metal plates securely attached to the Products in a conspicuous place by welding, screws, or

rivets. If the Products are not classifiable as specified above, any method of legible and conspicuous marking is acceptable provided it will require a deliberate and persistent effort to remove such marks of origin. Seller shall also be responsible for compliance with additional regulations and guidelines regarding supply chain security published by US Customs, the Canada Customs and Revenue Agency, and any other government or agency including, but not limited to, the Security and Accountability for Every Port Act of 2006.

d. If the Products are not delivered to Constellium, Credits or benefits resulting from the Purchase Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Constellium. Seller will provide all information and certificates (including NAFTA Certificates of Origin) necessary to permit Constellium to receive these benefits or credits. Seller agrees to fulfill any customs- or NAFTA-related obligations, origin marking or labeling requirements, and local content origin requirements.

e. Seller shall indemnify and hold Constellium harmless from and against any liability, claims demands or expenses (including attorney's fees or other professional fees) arising from or relating to Seller's noncompliance with this Section. Seller will be responsible for the full costs of any delay in delivery of the Products caused by its failure to comply with the requirements of this Section including, without missing, incomplete, untimely or inaccurate data being furnished to Constellium, Constellium's agents or any governmental authority.

27. TOOLING:

a. Seller shall not purchase any Tooling for the account of Constellium or charge Constellium for any tooling except as authorized in the Purchase Order or in a tooling purchase agreement between the Parties (such authorization, the "Tooling Purchase Agreement"). Seller represents that the price in the Purchase Order or the Tooling Purchase Agreement for the Tooling is Seller's cost and that there is no mark-up for profit (except as authorized in this section).

b. If Seller is responsible for fabricating or acquiring Tooling, such Tooling shall: (i) comply with any specifications provided by Constellium (or, where directed by Constellium, those of Constellium's Customer); and (ii) be capable of producing Products that satisfy the Purchase Order, including meeting any volume requirements or estimates provided to Seller during the life of the product as well as satisfying the requirements for Service Parts. Seller represents and warrants that the Tooling fabricated or acquired by Seller does not infringe on the intellectual property of a third-party and shall defend, hold harmless and indemnify Constellium, its successors and assigns against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe any Intellectual Property and against any resulting damages or expenses (including attorney's and other professional fees, settlements and judgments) arising in any way to the Tooling including any claim against Constellium that the infringement arose out of compliance with Constellium's specifications. If the use of the tooling for manufacture of the Products is enjoined or, in Constellium's sole judgment, is likely to

be enjoined, Seller will, at Constellium's election and Seller's sole expense, procure the right to continue using the Tooling, modify the Tooling so it becomes non-infringing. Time is of the essence for Seller's acquisition or fabrication of Tooling. Seller shall provide Tooling progress reports on Constellium's request and shall promptly notify Constellium in writing if it believes that the Tooling might not be completed by the completion date specified on the Tooling Purchase Agreement.

c. If all or part of the fabrication, modification, repair or refurbishment of Tooling will be subcontracted to a third-party toolmaker, Seller will: (a) give Constellium advance written notice of the identity of the toolmaker and the location of the Tooling; (b) inform the toolmaker in writing that it is a bailee-at-will, through Seller, of Tooling owned by Constellium; and (c) be solely responsible for payments to the toolmaker. Constellium has no obligation to Seller or subcontractor other than payment to Seller of the Tooling Purchase Agreement price. If a subcontractor brings an action against Seller for payment of the Tooling, Seller will not join Constellium in the action.

d. Seller shall be entitled to receive payment only after the Tooling is completed. Tooling is not complete until Seller, at its own expense, has successfully completed all required testing (including, for Tooling used in connection with motor vehicle parts production, completion of the PPAP process) and has submitted all necessary documentation. Seller shall be entitled to receive payment only after and to the extent of, and in proportion to, Constellium's actual receipt of such reimbursement or other payment from Constellium's Customer.

e. If Seller's primary business is to fabricate Tooling, Seller will be permitted a reasonable profit percentage as indicated by the Tooling Purchase Agreement. In the absence of a mutually-accepted profit percentage, Constellium will determine a reasonable profit percentage following the completion of its audit. Seller will invoice Constellium for (and Constellium will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Tooling Purchase Agreement.

f. Seller will provide to Constellium, as requested, access to Seller's premises and all documentation relating to the Tooling, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Purchase Order. For any Tooling or parts thereof that Seller obtains from any third party, Seller will provide Constellium with such access and documentation to the ultimate production source. Seller will have ninety (90) days from the date Constellium notifies Seller of Constellium's intention to audit Seller to provide the requested access and copies of requested documentation for Constellium's exclusive use and records. Any information submitted following such ninety (90) day period need not be considered by Constellium. The price set forth in the Purchase Order will be adjusted to credit Constellium in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller will not disclose to any third party, except for its attorneys and professional advisors who are required to maintain confidentiality, the results of such Tooling audits or any adjustments made by Constellium to the prices and amounts payable to Seller as a result of such audit. Seller will retain (and cause its Tooling sub-

Sellers to retain) all cost records for a period of three years after receiving final payment of the charges.

g. To the extent permitted by applicable law, any payments made by Constellium for Constellium-owned Tooling that is manufactured by a third-party are expressly intended by Constellium to be held in trust for the benefit of any subcontractor(s) used by Seller to produce Constellium-owned Tooling that are covered by such payments and Seller agrees to hold such payments as trustee in trust for such subcontractor(s) until Seller has paid the subcontractor(s) in full for Constellium-owned Tooling. Seller acknowledges and agrees that such subcontractor is an intended third party beneficiary of the terms of this Section relating to the trust and as such, such Tooling subcontractor shall have the right to enforce these terms of this Section directly against Seller in subcontractor's own name. Seller agrees that Constellium has no obligation to Seller or Seller's Tooling subcontractor under this Section other than making the payment to Seller in accordance with a Tooling Purchase Order. In the event Seller's Tooling subcontractor brings an action against Seller under this section, Seller agrees that it will not join Constellium in any such action.

28. CONTROLLING PROVISIONS: These Terms and Conditions shall apply to all Orders and agreements between the Parties to the exclusion of any other terms and conditions. Unless expressly agreed to in writing by the Parties, any modification to or anything contrary to or inconsistent with any of these Terms and Conditions shall be inapplicable and without effect. The provisions of the United Nations Convention on contracts for the international sale of

goods adopted at Vienna, Austria, on 10 April 1980 shall, unless otherwise agreed by the Parties in writing, be inapplicable.

29. APPLICABLE LAW: The Contract shall be exclusively governed by and construed in accordance with the laws of the State of Michigan. The Parties agree that venue for any dispute between them shall be in the courts of the State of Michigan, including the Federal Courts located therein. Supplier agrees to submit to personal jurisdiction in such courts and waives any objection to such courts exercising personal jurisdiction over Seller.

30. PRICE AND PAYMENT: Unless expressly set forth on the Purchase Order or otherwise agreed in writing:

(a) applicable prices are as agreed to by Constellium and Seller at the time of shipment; and

(b) the terms of payment for all shipments of Product made hereunder will be 60 days from date of delivery.

31. TAXES: Included in the sales price shall be (a) any applicable sales, use, gross receipts or value-added tax that is imposed as a result of, or measured by, the sale and (b) the amount of any and all other governmental taxes, duties and/or charges of every kind, excluding any income tax imposed upon Seller, that is hereafter imposed or modified, and which Seller may be required to pay with respect to the production, sale or transportation of Product.

32. BREACH OF WARRANTY: In addition to any other remedies available to Constellium, Constellium may return any

Product which in its sole opinion is defective, unsatisfactory or of inferior quality or workmanship, or fails to meet the specifications or other requirements of this Contract. Such Product shall be returned at Seller's risk and expense, and Seller shall reimburse Constellium for all prior payments therefore and/or costs incurred in connection with the delivery or return of such Product.

33. SPECIFIC REQUIREMENTS FOR COMMERCIAL OR INDEPENDENT LABORATORY FACILITIES: Commercial or independent laboratory facilities used by Seller for inspection, test or calibration services (the "Laboratory") shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration. The Laboratory shall also be accredited (valid certificate) to ISO/IEC 17025 or national equivalent by a qualified agency (public or private) operating in accordance to ISO/IEC 17011. In cases where the calibration services are performed by the OEM, which does not have an ISO/IEC 17025 certification, the OEM shall be ISO-9001 certified and have a defined scope that includes its capability to perform the required calibration services. This scope shall be included in the ISO-9001 quality management system documentation. The Laboratory or OEM shall also specify and implement, as a minimum, technical requirements for adequacy of the calibration procedures, competency of the calibration personnel, capability to perform these services correctly, traceable to the relevant process standard (such as ASTM, EN, etc.) and review of the related records.

34. FORCE MAJEURE: Any delay or failure of either party to perform its obligations shall

be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God; restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; inability to obtain power; or court injunction or order. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the occurrence (but no more than 10 days after). During the delay or failure to perform by Seller, Constellium, at its option, (i) may purchase the Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) may ask Seller to deliver to Constellium at Constellium's expense all finished goods, work in process and parts and materials produced or acquired for work under this Order; or (iii) have Seller provide the Products from other sources in quantities and at a time requested by Constellium and at the price set forth in this Order. In addition, Seller at its expense shall take all necessary actions to ensure the supply of the Products to Constellium for a period of at least 30 days during any anticipated labor disruption or slowdown resulting from the expiration of Seller's labor contracts. If Constellium requests, Seller shall, within 10

days of Constellium's request, provide adequate assurance that the delay will cease within 30 days of Constellium's request. If the delay lasts more than 30 days or Seller does not provide adequate assurances that the delay will cease within 30 days, Constellium may immediately terminate the Order and any funds previously paid by or on behalf of Constellium shall be promptly returned to Constellium.

35. WAIVERS, PARAGRAPH HEADINGS:

A waiver by one Party of any provision of the Contract or of any default, thereof by the other Party shall not constitute a waiver of any subsequent default, nor of any other provision. Paragraph headings do not form a part of the Contract.

36. NOTICE: Any notice required or permitted under the Contract shall be in writing. If notice is sent by (i) personal delivery, (ii) registered mail, (iii) facsimile transmission or (iv) e-mail at the respective addresses of Seller or Constellium stated on the Purchase Order, it shall be deemed to be received by the addressee on the date of personal delivery, on the fifth (5th) business day following the date of mailing by registered mail or on the same day it was sent if sent before 5:00 PM local time of addressee by facsimile transmission or by e-mail (after which time it will be deemed to have been received on the following business day), as the case may be.