

CONSTELLIUM MUSCLE SHOALS LLC
GENERAL TERMS AND CONDITIONS OF SALE

1. **Terms of Sale.** These General Terms and Conditions of Sale (“**GTC**”) govern all sales of all products (“**Products**”) sold pursuant to a quote or other form of offer or sales order (collectively, “**Sales Order**”) of Constellium Muscle Shoals LLC (“**Seller**”). The sale of Products to Buyer (defined below) is expressly conditioned upon Buyer’s acceptance of these GTC and the rest of the Contract (defined below). Any different or additional terms of Buyer, whether in a purchase order, other documentation from Buyer, or otherwise, are expressly rejected. The Sales Order shall be deemed the offer, and not acceptance of any offer from Buyer (unless the Sales Order is a quote that specifies it is not an offer, in which case it shall not be an offer, but any sales based on the terms of such quote shall be exclusively subject to these GTC unless otherwise agreed upon by Seller in a signed writing). Seller has no obligation to sell any Products except in the amount and type as set forth on the Sales Order, and on the terms in such Sales Order. “**Buyer**” means the person or entity identified on the Sales Order as the purchaser of the Products (together with, for a purchase by a person through its agent, any person / entity on whose behalf such purchase is being made).

2. **Warranties.** Seller warrants to Buyer that, as of the date of shipment, the Products conform to the written specifications for physical characteristics accepted by Seller in writing, if any (“**Specifications**”), and are sold with good title and free of liens caused by Seller, except for the SI (defined below). The Products are otherwise sold AS-IS, WHERE-IS. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR ARISING UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Products not expressly included herein, unless in writing and signed by a duly authorized officer of Seller. Specifications shall not be changed without the prior written consent of Seller.

3. **Shipment.** Unless otherwise specified in the Sales Order, freight terms for the Products will be Incoterms 2020 EXW to the location specified in the Sales Order, and the price for the Products in the Sales Order does not include transportation or insurance charges and fees. Buyer shall not delay or otherwise change mutually agreed shipment dates without Seller’s prior written consent, and if such consent is granted, then Seller may invoice Buyer for such Products from the originally agreed shipment date and move all Products subject to delayed shipment to a third-party warehouse at Buyer’s cost (to include shipping, warehousing, and insurance costs). In the event Seller explicitly agrees to be responsible for arranging shipment of Products, all shipment or delivery dates will be approximate, and Seller shall not be liable for failure to ship or deliver on any specified date. The date of the bill of lading shall constitute conclusive evidence of the date of shipment; partial shipment and/or transshipment shall be permitted. No non-conforming tender, or delay or failure in the shipment or delivery of any one lot or load, shall excuse Buyer from accepting tender of any remaining lots or loads hereunder. If Buyer or its agents (including any carrier or other transportation company engaged by Buyer) collect the Products from real property owned or used by Seller (including any warehouse), then Buyer shall be responsible for complying with all safety policies of the owner of such property (including all safety policies of Seller). The Products will be made available for delivery in packaging in accordance with Seller’s standard practice and Seller will not have any liability for non-use of other packaging, unless otherwise mutually agreed by the parties in writing. Upon request by Seller, Buyer shall return any packaging to Seller at Buyer’s cost, unless otherwise mutually agreed by the parties in writing. Unless a greater tolerance is provided in the Sales Order, the total order on each delivery shall be subject to a shipping quantity tolerance of +/-10% per product type and in the aggregate.

4. **Payment.** Unless otherwise specified in the Sales Order, payment terms for the Products are net 30 days from the shipment date. If the due date falls on a weekend or public federal holiday, then payment shall be made the business day immediately prior to such due date. Buyer shall timely pay all invoices for shipped Products. Payment may not be denied, withheld or delayed for any reason whatsoever, and non-payment of any amounts due to Seller by Buyer is a material breach of the Contract. If any amount due under any invoice is not paid in full when due, Seller may take any one or more of the following actions without notice to Buyer: (a) require advance payment for future shipments, (b) delay or suspend all shipments of Products to Buyer (whether future or in transit) until all outstanding invoices of Seller have been paid in full, (c) charge Buyer interest on the amount unpaid from the due date until paid in full at an annual rate of twelve (12) percent (or, if lower, the maximum rate permitted by applicable law), (d) set off such outstanding amount against any amount owed by Seller (or any of its affiliates) that is or becomes due and payable to Buyer (or any of its affiliates), and/or (e) require payment of all of Seller’s costs of collection of any amounts due and payable from Buyer to Seller under the Contract, including, without limitation, its reasonable attorneys’ fees and collection costs (clauses (a) – (e), collectively, “**Late Payment Remedies**”). Additionally, if Buyer’s financial condition deteriorates (as determined by Seller in its sole discretion), Seller may immediately exercise the rights in clauses (a) and (b) above. Buyer cannot offset its or its affiliates’ debts against any amount owed to Seller or its affiliates.

5. Taxes; Increased Costs. Buyer shall pay all taxes, duties, assessments, excises, tariffs, fees or similar charges (collectively, “Taxes”) with respect to the sale of the Products, other than Seller’s income taxes. Any increase in Seller’s costs of performance after the date of the Sales Order resulting from additional Taxes imposed or collected by any governmental or taxing authority, and all other additional charges relating to the unloading or storage of the Products, shall be Buyer’s sole responsibility and for its account and may be charged to it by Seller. In the event the Sales Order covers supply of Products for a period of time exceeding one (1) year, Seller has discretion to increase the price for the Products on an annual basis by up to five percent (5%) as compared to the immediately preceding year, effective upon five (5) days’ written notice to Buyer, in addition to increases due to inflation as determined by Seller in its discretion. In addition, in the event the cost for raw materials for Seller’s Products increases in a significant amount (at Seller’s discretion) during the performance of any Sales Order, then Seller is permitted to pass-through all raw material price increases to Buyer effective immediately upon notice to Buyer.

6. Buyer’s Sole Remedy; Limitation of Liability. Seller’s sole liability and Buyer’s exclusive remedy in connection with the transactions described on the Sales Order will be repair or replacement of the non-conforming portion of any Products or, at Seller’s option, refund of the portion of the purchase price with respect thereto (net of the scrap value of such non-conforming portion of Product). Buyer shall provide samples of and prompt access to all allegedly non-conforming Products. **IN NO EVENT WILL SELLER BE LIABLE FOR, AND BUYER HEREBY WAIVES ANY RIGHT TO, ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR PRODUCTION OR LOSS OF USE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND REGARDLESS WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Buyer shall confirm the accuracy of all shipments, as to the identity, quantity and quality of the Products upon receipt. Buyer irrevocably waives all claims of non-conformity with respect to the Products or their shipment or delivery unless made in writing by Buyer to Seller, specifically stating the details of such non-conformity, within ten (10) days after Buyer or its agent receives the Products (or, for non-conformities not visible upon inspection, within thirty (30) days after Buyer or its agent receives the Products). Buyer shall be deemed to have received the Products upon the earliest to occur of Buyer’s receipt of Seller’s invoice for sale of the Products, receipt of the Products, or collection of the Products from the relevant storage location. Non-conforming Products may be returned to Seller only if Seller fails to remove such non-conforming Products within 90 days following written notice by Buyer to Seller of its intention to return such Products. Notwithstanding anything to the contrary in the Contract or otherwise, Seller’s aggregate liability arising out of or relating to the Contract and the Products, including without limitation for all Claims (defined below) relating thereto, shall in no event exceed the lesser of (a) twenty-five percent (25%) of the conversion price for the portion of the particular Products in respect of which damages are claimed or (b) five hundred thousand dollars (\$500,000). Any action by Buyer for breach of contract must be commenced within one (1) year after the cause of action has accrued, or it is deemed to be irrevocably waived.

7. Force Majeure. Seller shall not be liable for any delay of or failure to perform its obligations hereunder for any cause or event beyond its reasonable control which prevents, hinders or delays in whole or in part the performance of Seller of its obligations hereunder, including, without limitation, due to strike, lockout, labor shortage for any reason, or industrial action (in each case at Seller or any of its suppliers or service providers or their respective suppliers), equipment failure, acts of God, fire, explosion, flood, storm, lightning, earthquake, tidal wave, extreme weather event, epidemics or pandemics, riot, restrictions of municipal or other governmental authorities whether domestic or foreign, acts of war (declared or undeclared) or conditions arising out of acts of war, criminal action, inability to procure raw material supplies or critical third-party services (including due to a force majeure event at a Seller supplier or service provider), or any other cause or event meeting the conditions described above, whether similar or not. Buyer has no force majeure rights, and in any case force majeure shall not excuse any nonpayment by Buyer for obligations owed to Seller. Seller will provide notice to Buyer of any declaration of force majeure.

8. Indemnification. Buyer agrees to defend, indemnify and hold harmless Seller, its affiliates, and their respective employees, directors, officers and agents (collectively, “Indemnified Persons”) from and against any and all liabilities, losses, claims, costs, judgments, expenses, and damages of every kind and character (including, but not limited to, attorneys’ fees and costs and expenses of defense) (collectively, “Claims”) which arise out of or in connection with Buyer’s use, storage, transport, handling and/or resale of the Products and/or Buyer’s actual or alleged breach of its obligations under the Contract. Seller has no indemnification obligations to Buyer. Buyer is solely responsible for complying with all applicable laws and regulations regarding the import, export and/or use of the Products, including, without limitation, anti-corruption laws, export restrictions, and government-imposed restrictions on dealings with sanctioned persons, companies and countries; Buyer represents and warrants to Seller that Buyer is and shall remain compliant with all such laws and regulations.

9. Termination. Seller may exercise one or more of Seller's Remedies (i) upon notice to Buyer due to Buyer's breach of the Contract, and (ii) without any notice if any of the following conditions apply to Buyer: (1) insolvency or bankruptcy; (2) assignment for the benefit of creditors; (3) dissolution or liquidation; or (4) appointment of a trustee or receiver for all or any part of assets. "Seller's Remedies" means, in Seller's sole discretion, the exercise of any one or more of the following remedies: (A) termination of the Contract upon written notice (including via email) to Buyer, (B) exercising its other rights and remedies under this Contract, including any Late Payment Remedies and with respect to its SI, (C) demanding immediate payment of all sums payable by Buyer under this Contract or any other agreement between Seller and Buyer, whereupon the same shall become immediately due and payable, and/or (D) exercising any other rights or remedies at law or in equity. Seller's rights and remedies are cumulative and in addition to any right or remedy provided by applicable law, including under the Alabama Uniform Commercial Code ("UCC"); Buyer only has the rights and remedies specified in the Contract. Buyer represents and warrants to Seller that it is not insolvent, as that term is defined in the UCC. As security for any Products being sold on credit to Buyer, Buyer grants to Seller a security interest ("SI") in the Products (now owned and hereafter acquired), which shall continue with respect to any particular Products until payment in full for such Products has been received by Seller; Buyer also authorizes Seller to file financing statements with respect thereto, and Buyer shall ensure that Products are stored in good condition and in such a way as to be readily identifiable until full payment therefor has been made. Buyer shall not terminate the Contract or any purchase order thereunder without Seller's prior written consent; Seller may terminate the Contract and any purchase order thereunder upon ten (10) days' prior written notice (including via email) to Buyer, without any liability arising from such termination.

10. Confidentiality. Buyer shall maintain all non-public information of Seller disclosed to Buyer (regardless of form or format, and whether disclosed prior to or after acceptance of the Contract) ("Confidential Information") in confidence, without disclosure to any third party, and not to use it in any way except in furtherance of the Contract. If required to disclose Confidential Information by applicable law, then prior to such disclosure Buyer shall provide prompt written notice thereof to Seller so Seller may seek a restraining order or take other action (with Buyer cooperating to assist Seller). Buyer acknowledges that damages may not be a sufficient remedy for Buyer's breach or threatened breach of this section, and therefore in such case Seller may seek equitable relief without limiting its other remedies. Buyer's obligations under this section shall apply during the supply of Products and for a period of five (5) years thereafter, except with respect to Confidential Information that are trade secrets, in which case Buyer's obligations hereunder shall survive for so long as they remain trade secrets under applicable law. Buyer acknowledges that Seller does not wish to receive any proprietary information of Buyer and that none of Buyer's information shall be afforded confidential treatment, unless otherwise agreed to by Seller in writing.

11. Entire Agreement. This Contract is intended by the parties as the final, complete, and exclusive expression of their agreement relating to the subject matter hereof, and supersedes any prior agreement or understanding between them with respect to such subject matter. In the event of a conflict among the GTC, the Sales Order, the Specifications (if any), and any agreements concerning the Products agreed to in writing and signed by the parties (collectively, the "Contract"), the governing terms shall be (in the following order): first, any agreement agreed to in writing and signed by the parties; second, the Sales Order; third, these GTC; and fourth, the Specifications.

12. Miscellaneous. No waiver or amendment of any provisions of the Contract shall be effective, unless made in writing and signed by the parties. Failure by Seller to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion. Buyer shall not assign its rights or delegate its duties under the Contract without the prior written consent of Seller; Seller may freely assign the Contract to its affiliates or to a purchaser of all or substantially all of its business or assets or otherwise by operation of law. The Contract shall be governed by and construed in accordance with the law of the State of Alabama, without regards to its choice-of-law provisions. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any sales made hereunder. All disputes arising under or relating to the Contract or the Products shall be exclusively litigated in the United States District Court for the Northern District of Alabama or any state court in Colbert County, Alabama, as applicable. Seller has no obligation to purchase scrap from Buyer. Neither Seller nor Buyer grants a license of any of its intellectual property rights to the other party. Each party shall maintain insurance in amounts which it deems reasonable in connection with the performance of its obligations under the Contract. There are no third-party beneficiaries to the Contract. Seller's rights and remedies under the Contract, and all limitations on Seller's liability, survive expiration or termination of the Contract and delivery of the Products, in addition to any other terms herein which by their nature survive such expiration, termination and delivery.