

GENERAL TERMS AND CONDITIONS OF PURCHASES **ALUNITED FRANCE SAS**

Version History

Index	Date	Changes – Background	Author	Approving
A	19/04/2022	Creating the document	A.Legendre	J.Verger

1. PREAMBLE

These General Terms and Conditions govern the relationship between ALUNITED FRANCE SAS and its suppliers. Their purpose is to make them aware of the essential principles to which ALUNITED FRANCE SAS is particularly attached.

In addition to the general conditions of purchase mentioned below, the supplier must undertake to comply with the requirements of the supplier manual. S4.PU.FI.001.

2. ORDER

2.1. Document

The ALUnited FRANCE SAS order is effective only upon receipt of the order form by the supplier. Any telephone order is worthless.

2.2. Acknowledgment of receipt

The acknowledgment of receipt of the order must reach ALUnited FRANCE SAS within 8 days of the date of the order. The supplier shall affix his commercial stamp, signature and any changes in price, delivery time or other conditions.

Changes to the acknowledgement of receipt without prior justification would render the acknowledgement of receipt non-compliant. The acceptance of the order implies the unreserved acceptance of the supplier to these General Terms and Conditions of Purchase of ALUnited FRANCE SAS. ALUnited FRANCE SAS reserves the right to cancel an order in case of absence or non-conformity of the acknowledgment of receipt. Similarly, after the period of 8 days, without return of the acknowledgment of receipt, the order is deemed accepted by the supplier under the conditions mentioned.

2.3. Delivery

Unless otherwise stipulated, the order ALUnited FRANCE SAS is established carriage and packaging free, goods at the delivery address, according to the conditions specified in the order. For serial or prototype parts, the labels of all packaging units must comply with the Odette-Galia standard. The packaging, loading and cushioning of the goods will be carried out by the supplier, under his responsibility. All goods are insured by us.

2.4. Quantities

Only the quantities ordered by ALUnited FRANCE SAS are taken into account, ALUnited FRANCE SAS reserves the right to return the excess quantities at the expense of the supplier. The goods must be delivered according to the scheduled schedule (unless otherwise stipulated).

ALUnited FRANCE SAS is the only one authorized to declare a sale order. ALUnited FRANCE SAS reserves the right to modify the quantities ordered within one week prior to delivery.

2.5. Deadlines, penalties and cancellation

The ordered goods must be delivered on the requested date. In the event of non-compliance with the requested deadlines, ALUnited FRANCE SAS reserves the right to apply financial penalties to the supplier in the event of delay, or to refuse delivery in the event of advance. In case of delay, the supplier may be required by ALUnited FRANCE SAS to set up, and at its expense, any exceptional means to make the delivery. ALUnited FRANCE SAS reserves the right to cancel, without notice, the order if the delivery is not made on the agreed date. ALUnited FRANCE SAS may return, at the expense of the supplier, the goods delivered late.

2.6. Subcontracting

The realization, total or partial, of the ordered supply can only be subcontracted by the supplier with the prior written agreement of ALUnited FRANCE SAS. The supplier must indicate the name and address of the subcontractor. The supplier remains responsible for the proper execution and quality of the subcontractor's supply. Any manufacturing process dedicated to an ALUNITED FRANCE SAS product must be validated by ALUNITED FRANCE SAS. Any modification is prohibited without our agreement.

2.7. Retention of title

Unless otherwise stipulated in writing by ALUnited FRANCE SAS, any retention of title clause issued by the seller is deemed null and void.

3. TERMS OF PAYMENT AND PRICES

3.1. Payment

The payment period begins with the receipt at ALUnited FRANCE SAS of the entire quantity ordered and all documents. Payment is made either by bank transfer or by bill of exchange in drawn position issued by ALUnited FRANCE SAS, at 90 days end of month on the 15th, unless otherwise stipulated in writing.

3.2. Invoices

Any invoice received after the 25th of the month of delivery will, without notice from ALUNITED FRANCE SAS, be carried forward to the following month.

3.3. Prices

The prices indicated in the order are exclusive of taxes, firm and non-revisable.

4. CONTROL AND SURVEILLANCE

4.1. Control

Complaints regarding any defect or hidden defect can be made as soon as they are discovered, even after receipt of the goods. For any non-conformity, ALUnited FRANCE SAS reserves the right to refuse the goods and return them at the supplier's expense. In addition, ALUnited FRANCE SAS reserves the right to undertake by itself or by a third party, the compliance of the goods, at the expense of the supplier. The supplier has 24 hours from the information on the non-conformity to contest it in writing and an additional 24 hours to come and ascertain it. If the supplier disputes the non-conformity and causes a chain stop and the non-conformity proves to be justified after finding by the supplier, the latter will be fully responsible for the chain stoppages caused. After the 48-hour period, compliance, return of parts or scrapping will be at the supplier's expense.

4.2. Surveillance

ALUnited FRANCE SAS and its customer have the possibility to carry out any control that seems necessary to them at the supplier and its subcontractors. The representatives of ALUnited FRANCE SAS or those of its customer must have free access to the workshops of the supplier and its subcontractors.

5. WARRANTY

5.1. Guarantee of result

The supplier guarantees its supply. This guarantee is total. It cannot be reduced by invoking documents or other written instructions from ALUNITED FRANCE SAS.

5.2. Replacement

The supplier undertakes to replace at its own expense, without delay, all parts or parts of the supply that are recognized as defective or unfit for proper use, regardless of the time of discovery of the defect or hidden defect. All resulting costs shall be borne by the supplier.

5.3. Consequences

Any non-conformity of the part delivered by the supplier renders him fully responsible for all direct or indirect consequences that this non-conformity may entail.

5.4. Legal obligations

The supplier undertakes to comply with legal, safety and environmental regulations. The supplier certifies that its products comply with the following automotive standards: Ford WCC –MP99P9999 – A1 /VQ01155/Daimler DBL8585/REN Standards/PSA Standards and European Standard EU 2000/53 "Regulations for Series Vehicles", and undertakes to comply with ISO TS 16949

6. TOOLS AND PLANS

6.1. Tools

The tools (and samples, calibre models etc ...) ordered from the supplier for ALUnited FRANCE SAS or its customer are the full and entire property of ALUnited FRANCE SAS or its customer. Their maintenance and refurbishment are the responsibility of the supplier responsible for fulfilling the order for these parts. The supplier assumes custody and risk arising from the possession of the tools referred to above and is personally responsible for the damage he may cause or suffer, even by force majeure, and theft to which he may be subject. The tools are insured for their real value against any damage at the expense of the supplier. ALUnited FRANCE SAS or its customer is the beneficiary of the insurance which must include a waiver of any recourse against damage caused by said tools.

The tools owned by ALUNITED FRANCE SAS or its customer, made or left at the disposal of the supplier, are subject to the same rules as above and are the subject of a loan certificate endorsed by the supplier.

6.2. PLANS

The plans issued by ALUnited FRANCE SAS remain its property. The supplier guarantees that they may not be communicated to third parties without the express prior written permission of ALUnited FRANCE SAS. The plans and basic documents, established by the supplier for the execution of the order become and remain the property of ALUNITED FRANCE SAS and must be sent to them for approval.

7. CONFIDENTIALITY

No part may be executed by the supplier on behalf of a third party according to the tools or plans of ALUnited FRANCE SAS or its customer, without the express prior written consent of ALUnited FRANCE SAS. Otherwise, ALUnited FRANCE SAS reserves the right to initiate any procedure. Tools or plans must not be transferred, modified or destroyed without the express prior written permission of ALUnited FRANCE SAS. Orders from ALUnited FRANCE SAS cannot, under any circumstances, give rise to direct or indirect advertising.

8. EXECUTION OF THE WORK

8.1. Legal provisions

For work carried out at ALUNITED FRANCE SAS, the supplier undertakes to strictly observe all legal and regulatory provisions relating in particular to general and special working conditions, health and safety.

8.2. Instructions

The supplier may only undertake the work at ALUnited FRANCE SAS after having read the procedures and instructions in force (safety manual, special instructions, internal regulations of the establishment) and all the constraints relating to the environment and the neighborhood.

8.3. Execution

The supplier is responsible for the execution and result of its work or that of its subcontractors. He must take all necessary measures to avoid any disruption to the smooth running of ALUnited FRANCE SAS as a result of its work.

8.4. Deadlines

The execution times are indicated in the order. In case of non-compliance with deadlines, ALUnited FRANCE SAS reserves the right to terminate the order or apply late penalties.

8.5. Completion of work

At the end of the work, the supplier will restore the premises to a state allowing an immediate restart of the activity. He is responsible for any accident that may occur as a result of a breach of which he would be the author.

9. LEGAL OBLIGATIONS

The supplier undertakes to comply with legal, safety and environmental regulations. The supplier certifies that its products comply with the following automotive standards: Ford WCC –MP99P9999 – A1 /VQ01155/Daimler DBL8585/REN Standards/PSA Standards and European Standard EU 2000/53. The supplier also undertakes to comply with ISO TS 16949.

10. DISPUTES AND JURISDICTION

The parties will endeavour to settle amicably all disputes relating to the interpretation or execution of the order. In the event that they do not succeed, the settlement of the dispute is the exclusive jurisdiction of the Commercial Court of Joigny, even in case of claims or in case of multiple defendants. The acceptance of the order implies the adhesion without exception or reservation to these General Conditions of Purchase. Any contrary condition or clause shall be deemed null and void.

11. APPLICABLE LAW

The ALUnited FRANCE SAS order is governed by French law.