



ID ALLOYS

TERMS AND CONDITIONS OF PURCHASE (TCP)

PREAMBLE

Any order automatically implies unconditional agreement to these terms and conditions of purchase, to the exclusion of any other document issued by the SUPPLIER. Consequently, these terms and conditions are applicable and take priority over any terms and conditions laid out in the SUPPLIER's commercial documents, even if ID ALLOYS is aware of them. As acceptance of these terms and conditions can neither be conditional, nor subject to the SUPPLIER's reservations or demands, any concessions must be subject to ID ALLOYS' prior written agreement. Variations and modifications to these terms and conditions, along with the other contractual agreements, are only valid in writing. The same applies to any changes relating to this requirement for written format.

ITEM 1 – PROPOSALS

1-1 The SUPPLIER's quotes, price calculations, visits and recommendations are always carried out free of charge, even if they result from a request by ID ALLOYS.

1-2 In its proposals, the SUPPLIER scrupulously respects ID ALLOYS' request and specifically advises the latter of any variation in relation to this.

1-3 If the SUPPLIER sends samples, these represent the basis of the contract in terms of quality, unless ID ALLOYS specify other relevant characteristics.

ITEM 2 – ORDERS AND ACCEPTANCE OF ORDERS

2-1 All orders must be made in writing (letter, fax or e-mail) and be signed and dated.

2-2 An order is deemed not to be accepted if no written confirmation is issued by the SUPPLIER indicating the means of fulfilment, the delivery time and the agreed price within 14 days of the order date.

2-3 The receipt of the goods in the absence of the aforementioned confirmation does not exempt the SUPPLIER from the obligation of providing it.

ITEM 3 – MODIFICATION AND CANCELLATION

3-1 Any amendments, reservations, variations, additions or modifications must have ID ALLOYS's written agreement. In this event, the SUPPLIER sends the customer a complementary or modifying proposal in writing.

3-2 ID ALLOYS is only committed to this proposal if it is returned signed and the SUPPLIER acknowledges its receipt.

3-3 In the event of a discrepancy between the terms on the proposal and those on the acknowledgement, only the stipulations on the proposal are binding upon ID ALLOYS.

3-4 Any cancellation of an order will lead to the issuing of a penalty indemnity invoice equivalent to 10% (incl. taxes) of the total amount, as well as the reimbursement of all costs incurred by ID ALLOYS in respect of this order.

ITEM 4 – PRICES

4-1 All prices are firm and guaranteed on the dispatch date. They are deemed to be in Euros, excluding taxes and with no discount. Subsequent variation is not authorized without ID ALLOYS's written agreement.

4-2 The prices include all the SUPPLIER's costs in respect of the execution of delivery. They include notably the cost of transport, insurance, packing, taxes and customs duties. ID ALLOYS is only responsible for the costs expressly stated in the order as being ID ALLOYS' liability.

4-3 Provided that the order does not stipulate different terms, "Free Carrier to named place" price conditions will apply to a SUPPLIER based abroad, or "Delivered Duty Paid" in the case of a delivery carried out from abroad, in accordance with INCOTERMS 2000.

4-4 In the event of any renewals of an order, the terms of the main order are applicable.

ITEM 5 – PAYMENT TERMS

5-1 Unless any specific terms are agreed, payment is to be made upon receipt of the invoice by cheque or bank transfer.

5-2 Invoices are issued by the SUPPLIER according to the rules of French law. They must include the date and the order number and be sent by post to ID ALLOYS after delivery of the goods. Copy invoices and invoices for partial deliveries must show the appropriate title. The VAT amount must appear separately on all invoices.

5-3 If a partial delivery is agreed upon, the payment time allowed for the whole delivery will only come into force at the time of the last partial delivery.

5-4 Invoices showing incorrect information or amounts do not lead to any obligation of payment until they have been corrected in agreement with ID ALLOYS and can, in the event of serious anomalies, be sent back during the payment period. In this event, the period for payment only starts from the date the corrected invoice is received.

5-5 In the event of the contract not being correctly fulfilled, ID ALLOYS has the right to hold back the full payment of the invoice until the correct fulfilment of the said contract, without any loss of reduction, discount or other payment advantages.

5-6 The sending of the bank transfer order to the SUPPLIER is considered as being the payment under these Terms and Conditions.

5-7 Payment does not mean acceptance of a correct delivery, nor the abandonment of ID ALLOYS' right to make any claims concerning a failure of fulfilment, guarantee, insurance, or compensation.

5-8 ID ALLOYS has the right to offset any amounts due to the SUPPLIER with debts the latter owes to ID ALLOYS, even if ID ALLOYS' debts are due for payment.

ITEM 6 – LEAD TIMES

6-1 If the SUPPLIER can not respect the agreed delivery time, he must immediately notify ID ALLOYS in writing concerning the reason and the estimated delay.

6-2 Such a notification has no influence in any way on the SUPPLIER's responsibility in view of the fulfilment of the contract within the contractual periods, in accordance with items 11 and 12 of these Terms and Conditions.

ITEM 7 – DELIVERY AND SENDING

7-1 The execution, the breakdown, the volume of the deliveries must exactly respect ID ALLOYS' order. The costs of insurance of the goods, particularly transport insurance, are not incumbent upon ID ALLOYS.

7-2 A fully completed delivery note, stating all the information relating to the order, must be sent with every delivery. Partial, remaining deliveries or sample deliveries must be indicated as such.

7-3 Excessive, partial or early deliveries are only authorised with ID ALLOYS' written agreement. The resulting costs must be borne by the SUPPLIER. In particular, a delivery is considered as partial if it takes place without the appropriate delivery and dispatch slips, or if the latter are incorrect or incomplete. In this event, the goods are stored at the SUPPLIER's cost and risk.

7-4 Delivered goods must be packed in accordance with accepted appropriate practices. If the dispatch instructions or conditions are lacking, or if, exceptionally, a from-stock delivery or ex-works has been agreed upon, the SUPPLIER must choose the most financially advantageous shipping or delivery type for ID ALLOYS.

7-5 At the designated time, the SUPPLIER is expected to issue movement certificates in accordance with French laws and regulations, and when necessary, appropriate certificates of origin as well as all other certificates and documents relating to the products. The SUPPLIER must compensate ID ALLOYS for any prejudice suffered as a result of failure to present the aforementioned documents.

7-6 The supplier is expected to respect currently applicable French norms as well as all other usual technical regulations governing the type of order made by ID ALLOYS.

7-7 In the event of *force majeure* or exceptional circumstances preventing the delivery, fulfilment of the contract is automatically suspended. If the difficulty exceeds a period of three months, ID ALLOYS can terminate the contract or put back the delivery times and can do so without either party being able to claim for damages. As soon as the difficulty is resolved, fulfilment of the contract resumes for the remaining period and the quantities not supplied.

7-8 In these Terms and Conditions, "exceptional circumstances" or "*force majeure*" are defined as follows: any event, whatever its nature, which is out of the reasonable control of one or the other parties, such as, but not exhaustively, strikes, riots, floods, fires, property damage or the interruption to means of transport whatever the cause, legal or regulatory provisions leading to major disruption affecting the partial or complete fulfilment of the contract.

ITEM 8 – GUARANTEE

8-1 ID ALLOYS reserves the right to send back any goods not complying with the specifications detailed in the order, at the SUPPLIER's cost.

8-2 The SUPPLIER guarantees that the goods keep the quality and characteristics expressly specified or generally supposed for a period of at least 24 months after delivery, and that they respect the applicable regulations.

8-3 The SUPPLIER's obligation of guarantee covers all goods delivered, even if the SUPPLIER did not manufacture the latter or parts of the latter. After the elimination of a defect, the guarantee period starts again. It will be suspended by each written notification of a defect.

8-4 If a piece of merchandise is defective (and even in the event of a minor defect), ID ALLOYS is authorised to immediately request either its replacement or correction, or a price reduction and compensation for the damages.

8-5 In the event of emergency or threat of imminent damages, ID ALLOYS is entitled to have all the defects in the goods corrected at the SUPPLIER's cost, if the latter has not acted quickly enough.

ITEM 9 – TRANSFER OF OWNERSHIP

9-1 ID ALLOYS acquires full and entire ownership of all the goods as they are delivered and accepted by the former.

9-2 ID ALLOYS refuses any title retention by the SUPPLIER, including prolonged retention, for example title retention within the framework of an early disposal of assets.

ITEM 10 – COMPENSATION AND RESPONSIBILITY ARISING FROM THE PRODUCT

10-1 The SUPPLIER is responsible for covering ID ALLOYS against any third party claims made under regulations relating to responsibility arising from defective products. The SUPPLIER is also obliged to provide ID ALLOYS with all the appropriate information for the delivery of goods without fail (warnings, approval regulations, etc.).

10-2 If the SUPPLIER subsequently receives information which may generate a defect in the products, he must immediately refer it to ID ALLOYS.

10-3 Restrictions of any nature concerning the SUPPLIER's responsibility arising from defective products are not accepted.

10-4 ID ALLOYS has the right to claim compensation from the SUPPLIER, or any of its sub-contractors, for any damages resulting from the negligence, including loss of profit.

10-5 The SUPPLIER releases ID ALLOYS from any responsibility relating to third party claims based on the guarantee or compensation for damages.

ITEM 11 – TERMINATION CLAUSE

11-1 The SUPPLIER's failure to fulfil any of its obligations, partially or totally (late delivery, non-compliant products ...) can lead to the acceleration on default simply by written notification to the SUPPLIER, without any other formal procedures, and without prejudice to any other rights ID ALLOYS has or to any damages.

11-2 The application of this clause brings about the immediate liability to any amounts due to ID ALLOYS, whatever their status (due or not due), and the cancellation of contracts in progress, without prejudice to the provisions of item 12.

ITEM 12 – PENALTY CLAUSE

12-1 If the SUPPLIER's default necessitates the implementation of amicable or legal debt recovery proceedings and this independently of the termination clause prescribed in item 11, the SUPPLIER agrees to pay ID ALLOYS a lump sum compensation equal to 15% of the total outstanding debt amount.

12-2 In the event of late delivery or a non-compliant delivery, ID ALLOYS has the right to invoice the SUPPLIER for any part week, 1% of the total order amount as damages. ID ALLOYS is authorised to claim a prejudice increasing the amount of the aforementioned damages, even after having accepted a late partial delivery without making any objection.

ITEM 13 - JURISDICTION AND APPLICABLE LAW

13-1 All disputes resulting directly or indirectly from the interpretation or fulfilment of these Terms and Conditions or from contracts to which they apply fall within the exclusive jurisdiction of Beauvais Commercial Court, which will apply French law, regardless of any stipulation to the contrary.

13-2 This stipulation applies even in cases of third party claims, emergency procedures, interim injunctions, multiple defendants or procedures.

13-3 Nevertheless, ID ALLOYS can take legal action in any court whose authority applies to the SUPPLIER.

13-4 The application of any convention, and in particular the United Nations Convention on Contracts for the International Sale of Goods, is excluded.