



## ID ALLOYS

# TERMS AND CONDITIONS OF SALES (TCS)

### PREAMBLE

Any order automatically implies unconditional agreement to these terms and conditions of sale, to the exclusion of any other document issued by the CUSTOMER. Consequently, these terms and conditions are applicable and take priority over any terms and conditions laid out in the CUSTOMER'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 CUSTOMER'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 if they are made in writing. The same applies to any changes relating to this requirement for written format.

### ITEM 1 – OPENING OF ACCOUNTS

Any first order leads to the opening of an account.

The account is opened by ID ALLOYS after receipt of the following documents:

- Company Registration Certificate
- Bank details
- Delivery and invoicing address
- Copy of these Terms and Conditions signed by the customer.

### ITEM 2 – PROPOSALS

The prices, specifications, delivery times and payment terms indicated on commercial proposals, catalogues, brochures and other documents issued by ID ALLOYS are only given as an indication.

### ITEM 3 – ORDERS AND ACCEPTANCE OF ORDERS

**3-1** All orders must be made in writing (letter, fax or e-mail) and be signed and dated.

ID ALLOYS then draws up in writing a proposal or an order confirmation showing the fulfilment terms, the delivery time and the agreed price.

**3-2** ID ALLOYS only has a commitment to the CUSTOMER provided that this proposal or order confirmation is returned signed to ID ALLOYS and the latter acknowledges its receipt.

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

### ITEM 4 – MODIFICATION AND CANCELLATION

**4-1** Any amendments, reservations, variations, additions or modifications must have ID Alloys' written agreement. In this event, ID ALLOYS sends the CUSTOMER a complementary or modifying proposal in writing, showing the new or modified requests.

**4-2** Order cancellations can only be taken into account after receipt of ID ALLOYS' written agreement.

**4-3** The latter is only granted upon receipt of the CUSTOMER's formal written agreement to reimburse all costs committed by ID ALLOYS for the purpose of this order and to pay a penalty indemnity equivalent to 10% (inclusive of all taxes) of the total order amount.

### ITEM 5 – PRICES

**5-1** 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' written agreement.

**5-2** Transport and packing costs are additional.

**5-3** If delivery has to be deferred for any reason independent to ID Alloys' wishes, a fee for storage and handling may be applied.

**5-4** In the event of any renewals of an order, the terms of the main order are applicable.

### ITEM 6 – PAYMENT TERMS

**6-1** Unless any specific terms are agreed, payment is to be made upon receipt of the invoice by cheque or bank transfer.

**6-2** In the event of non-payment of the amounts due on the due date shown on the invoice, the CUSTOMER will be deemed liable to the application of late payment interest equal to 1.5 times the legal interest rate, as well as any other

surcharge stipulated in the statutory provisions in force. The other invoices, whether overdue or not, become immediately payable, without notification or any other formality, in accordance with the provisions in items 13 and 14.

**6-3** Not respecting any special payment terms agreed to by ID ALLOYS will lead to all remaining due amounts being payable, without notification or any other formality and the penalties laid out in items 13 and 14 will be applied.

**6-4** For commercial relations with professionals and in the event of non-payment of due amounts at the due date shown on the invoice, the CUSTOMER will automatically be deemed liable to late payment interest equal to the interest rate applied by the European Central Bank at its most recent refinancing operation, plus 10 percentage points. The rate to be used will be that which is applicable on the 1<sup>st</sup> January of the year for the first six months and on the 1<sup>st</sup> July for the second six months. Furthermore, any CUSTOMER who does not settle invoices on time will automatically be deemed to owe a lump sum compensation for recovery fees, distinct from the late payment penalties, of 40€ (Article D.441-5 of the commercial code). When recovery fees are above this amount, a complementary compensation fee can, nevertheless, be due, when proved.

**6-5** ID ALLOYS may offset any amounts owed by the CUSTOMER with the amounts owed to the latter, even if the amounts owed by ID ALLOYS have become payable.

**6-6** The raw materials provided by the customers constitute ID Alloys' guarantee for payment of the invoices.

## **ITEM 7 – LEAD TIMES**

**7-1** Availability or delivery lead times, depending on the terms applied, are given only as an indication, unless specifically agreed to the contrary. ID ALLOYS agrees to do its best to respect them. However, non-respect of the lead times does not allow the CUSTOMER to cancel the order or demand compensation for any prejudice that may result from it.

**7-2** These lead times are suspended in the event of the CUSTOMER not respecting its obligations and particularly with respect to the scheduled payment due dates. When appropriate, item 5-3 is applicable.

## **ITEM 8 - DELIVERY**

**8-1** Delivery is carried out, at the CUSTOMER's choice, by dispatch of the goods to the address shown or the goods being made available on ID Alloys' premises. The CUSTOMER exclusively assumes all risks for the goods, even those sold prepaid freight, as soon as they are shipped or made available, both for damage to the goods and for damages caused to third parties.

**8-2** 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.

**8-3** 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 9 – GUARANTEE**

**9-1** The CUSTOMER must check the conformity of the products delivered following an order and notably the quantity, the quality, the dimensions and the weight, upon reception, in order to reserve his rights in relation to the transporter, the freight forwarder or the transiting company. In the event of damage, total loss, partial loss, or malfunction being observed, the CUSTOMER must note the exact nature of the damage on the delivery receipt and inform the transporter within the legal limit of three days by recorded delivery with acknowledgement of receipt or by extra-judicial document (article L 133-3 of the code of commerce).

**9-2** The CUSTOMER must also send confirmation to ID ALLOYS concerning the damage by recorded delivery with acknowledgement receipt, within three days starting from the reception of the goods. In the absence of this, the CUSTOMER is deemed to have accepted the delivery without reservation.

**9-3** As this rule is public policy, ID ALLOYS can not be held responsible for any delivery defect relating to the transport of goods.

**9-4** In any case, the period for acceptance and verification of the goods in order to check their conformity with the order can not exceed thirty days starting from reception of the goods, unless it is contractually stipulated otherwise and provided that it does not constitute unfair terms of contract.

**9-5** The guarantee against hidden defects in the goods is valid for twelve months from the delivery date.

**9-6** Any claim must be addressed to ID ALLOYS in writing by recorded delivery with acknowledgement receipt.

**9-7** If the non-conformity or hidden defects are acknowledged and declared attributable to ID ALLOYS by an expert chosen from the courts and tribunals list, and whose expertise is binding to both parties without recourse, ID Alloys' guarantee is limited to the replacement of the goods declared defective or non-compliant by the said expert, to the exclusion of any other appeal or compensation.

**9-8** If the products can not be replaced, the guarantee is limited to their purchase price.

**9-9** The defect or non-conformity of part of the goods does not exempt the CUSTOMER from the obligation for payment of the other goods.

**9-10** ID Alloys' guarantee is subject to the CUSTOMER strictly respecting good storage and use practices for the goods.

**9-11** ID ALLOYS assumes no obligation to advise and guarantees neither the performance of the goods in their end use, nor their adaptation to the CUSTOMER's needs expressed by the latter.

#### **ITEM 10 – RISK TRANSFER AND TITLE RETENTION**

**10-1** Transfer of ownership is suspended until the full payment (incl. taxes) is made. Until then, the goods are considered as returnable and the CUSTOMER is responsible for the risk of damages that they can suffer or bring about, whatever the cause, as soon as they are delivered (exemption to article 1583 of the Civil Code).

**10-2** In the event of any non-payment of any due amount, ID ALLOYS can demand simply by recorded delivery, without losing any of its rights, the return of the goods at the customer's cost, until the latter fulfils all its obligations.

**10-3** Sold goods that have been subject to transformation or have been incorporated into assemblies or sub-assemblies do not lose their individual nature and are an integral part of this clause.

**10-4** In the event of third party intervention, particularly in the event of foreclosure, receivership or liquidation, the CUSTOMER is obliged to inform ID ALLOYS by recorded delivery with acknowledgement receipt, within 48 hours of the event leading to the third party intervention.

#### **ITEM 11 – RETURN OF GOODS**

**11-1** The return of goods can not take place without ID Alloys' prior written approval. Any return must include the parts and supporting documents allowing ID ALLOYS to determine the origin and the reason for the return. All costs of repair incurred by ID ALLOYS are paid by the CUSTOMER.

**11-2** The CUSTOMER agrees to carefully pack the goods in accordance with the methods necessary to guarantee safety during transport and handling.

#### **ITEM 12 – RESPONSIBILITY**

ID ALLOYS accepts no responsibility, in whatever way, for prejudices resulting directly or indirectly from the ownership, possession or use of the goods by the CUSTOMER.

#### **ITEM 13 – PENALTY CLAUSE**

**13-1** The CUSTOMER's failure to fulfil any of its obligations, partially or totally, such as the failure to respect a payment deadline, can lead to the acceleration on default simply by written notification to the CUSTOMER, without any other formal procedures, and without prejudice to other rights and damages.

**13-2** The application of this clause brings about the immediate liability to all due amounts, whatever their status (due or not due), the suspension of all deliveries and the cancellation of contracts in progress, without prejudice to the provisions of item 14.

#### **ITEM 14 – PENALTY CLAUSE**

**14-1** If the CUSTOMER's default necessitates the implementation of amicable or legal debt recovery proceedings and this independently of the execution of the penalty clause prescribed in item 13, the CUSTOMER agrees to pay ID ALLOYS - in addition to the due or not-due amounts, which can be increased by application of the late payment interest in compliance with items 6-2 to 6-4, the expenses, costs and fees he is ordinarily and legally liable for - a lump sum compensation equal to 15% of the total outstanding amount of the debt (incl. taxes).

**14-2** In the event of application of the title retention clause, the deposits paid are kept by ID ALLOYS as a lump sum compensation for non-total payment of the goods.

#### **ITEM 15 – PRESCRIPTION**

Debts owed to ID ALLOYS originating from the application of these Terms and Conditions are prescribed after a period of 10 years starting from their due dates.

#### **ITEM 16 – JURISDICTION AND APPLICABLE LAW**

**16-1** 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.

**16-2** This stipulation applies even in cases of third party claims, emergency procedures, interim injunctions, multiple defendants or procedures.

**16-3** The application of any convention, and in particular the United Nations Convention on Contracts for the International Sale of Goods, is excluded.