



HOWMET STRUCTURE SYSTEMS

TERMS AND CONDITIONS OF SALE FOR FRANCE **(APRIL 2020)**

1. Definitions.

The term “Seller” means RTI Reamet SA or any of its subsidiaries or affiliates doing business as Howmet Structures Systems. The term “Buyer” means the individual, corporation or other legal entity that has submitted an Order to purchase Goods from Seller. The term “Order” means Buyer’s expressed desire, whether oral or written in any form, to procure Goods from Seller which sets forth the identity of the Goods being purchased, the quantity of Goods being purchased, the destination for delivery of the Goods, and other material information concerning Buyer’s order shall be provided to Seller. The term “Goods” means all the products, materials and related services that Buyer desires to purchase from Seller. The sale of Goods that are the subject of the Order related hereto will be governed solely by these terms and conditions of sale (“Terms and Conditions”). The Terms and Conditions are hereby incorporated into and made a part of each such Order. Upon Seller’s acceptance of the Order, the Order and these Terms and Conditions shall be the complete and final agreement (the “Agreement”) between Seller and Buyer with respect to the purchase and sale of Goods identified in the Order.

2. Acceptance.

All Orders are subject to acceptance by Seller. Acceptance is conditioned on Buyer’s agreement to all of the Terms and Conditions. The Terms and Conditions contain the sole terms and conditions that will govern the Order. Buyer’s agreement will be conclusively established: (a) when Buyer has received and retained these Terms and Conditions for ten (10) days without objection, or (b) by Buyer’s acceptance of all or any part of Goods, whichever is earlier. Seller objects to any terms or conditions which differ from, or are additional to, those stated in these Terms and Conditions. After acceptance of an Order by Seller, the Order and these Terms and Conditions may only be modified by a writing signed by Seller. No preprinted or form language appearing in Buyer’s Order shall become a part of the Agreement. SELLER’S ACCEPTANCE OF ANY BUYER ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF THESE TERMS, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER’S ORDER, OTHER FORMS OR OTHERWISE.

3. Price.

In spite of any prices previously set forth on Buyer’s or Seller’s documents, Seller shall set the price and charges for each shipment of Goods at the time of each shipment. The foregoing prices do not include national or local excise, sales or use taxes (if any) and all such taxes in effect or hereafter levied, shall be paid by Buyer. All prices and payments are in U.S. dollars.

4. Payment.

Payment terms are net thirty days from the date of issuance of Seller’s invoice (unless otherwise specified on Seller’s invoice). Any late payment will trigger the payment by Buyer of late payment penalties at the interest rate that the European Central Bank applied to its most recent refinancing operation plus 10 percentage points, with the rate as at January 1 being applicable for the first semester of each year and the rate as at July 1 for the second semester of each year. In addition, a fixed indemnity of EUR 40.00 for recovery costs shall be due. Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Seller may demand different terms of payment from those



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specified herein and may demand assurance of Buyer's due payment. Any such demand may be oral or written and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. In the event Seller makes a payment to Buyer in connection with an Order, Buyer agrees:

- (a) Any and all payment to Buyer shall be made payable to Buyer in the country in which Buyer does business or resides.
- (b) All payments to Buyer shall be made by wire transfer or by a Seller check delivered to Buyer in the locations where it does business or resides.
- (c) Seller has the right to suspend or withhold payment pending an investigation into any suspected violation of the prohibition of bribery provisions contained herein, or violation of any applicable anticorruption law and/or the Foreign Corrupt Practices Act.
- (d) Under no circumstances shall Seller issue any payment under any Order directly to any owner, director, officer, employee, representative agent or consultant of Buyer.
- (e) No request for cash payments or cash equivalents will be accepted by Seller.

5. Delays.

Seller shall use reasonable efforts to fill the relevant Order in accordance with the estimated shipping date provided by Seller. Seller shall not be responsible for any delays in filling any Order nor liable for any losses or damages resulting from such delays. Orders shall not be subject to cancellation for delay.

6. Force Majeure.

Seller will not be liable for delays in filling any Order or failure in the performance of any of its obligations caused by anything beyond the reasonable control of Seller, including, but not limited to, accidents, labor disputes or disruptions, strikes, terrorist acts, shortages of labor, materials, fuel or power, fires, floods, or other acts of God, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of the government, restrictions imposed by legislation or regulations thereunder, or anything else similar or dissimilar to the foregoing causes.

7. Equipment/Tooling.

Forging and Extrusion Equipment/Tooling:

- (a) Any equipment, including jigs, dies and other non-recurring tooling ("Tooling") which Seller constructs or acquires for use exclusively in the production of Goods to Buyer under these Terms and Conditions will be and remain Seller's property and in Seller's possession and control. If Buyer pays for or otherwise reimburses Seller for Tooling, then Seller will use such Tooling solely to produce Goods for Buyer under the Order and for no other customer. Seller will require written permission from Buyer to use Tooling to produce Goods for a third party.
- (b) When for three consecutive years Buyer places no orders with Seller for Goods to be produced using the Tooling, then Seller may, by written notice to Buyer at Buyer's last known address, notify Buyer of Seller's intent to dispose of such Tooling. If Buyer fails to: (i) place an order with Seller for Goods to be produced using such Tooling; or (ii) arrange for the transfer (at its own cost) of any Tooling that it has paid for or reimbursed Seller for, in both cases within 30 days of such notice, then title to the Tooling shall immediately, upon the expiration of such 30-day period, transfer to Seller free of charge, and Seller may dispose of such Tooling (if permitted by law) in its sole discretion without liability to Buyer.



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(c) Any materials or equipment owned or furnished by Buyer will be carefully handled and stored by Seller while in Seller's possession. Over a period of three consecutive years, if Seller does not accept any Orders from Buyer for Goods to be made with any such equipment or materials, Seller may, by written notice to Buyer, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to reply or otherwise dispose of the equipment or materials within thirty days of the date of Seller's notice, then title to said equipment or materials shall immediately, upon the expiration of such 30-day period, transfer to Seller free of charge, and Seller may make such use or disposition of said equipment or materials in its sole discretion without liability to Buyer.

Forming, Casting, & Machining Equipment/Tooling/Fixturing:

(a) Any Cold, Hot, & Superplastic Forming, Investment Casting, and Machining Fixturing listed as a deliverable in a line item in Buyer's order and paid for by Buyer shall remain Buyer's property with title to and ownership of tooling vesting in Buyer.

(b) Buyer shall be responsible for funding replacement tooling when the normal life of the tooling is exhausted and/or any necessary tooling maintenance.

(c) If Seller does not receive an order from Buyer for goods or services requiring the use of such tooling for a period of one year, Seller may, by written notice to Buyer at Buyer's last known address, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to issue disposition instructions to Seller within forty-five (45) days of such notice, then title to said tooling shall immediately, upon the expiration of such 45-day period, transfer to Seller free of charge, and Seller may make any use or dispose of such tooling without liability or obligation to Buyer. Seller may remove any embedded intellectual property which it either owns or is controlled under applicable export control laws prior to returning any Buyer owned tooling.

8. Goods for Development or Testing.

IF GOODS ARE SAMPLES OR FOR DEVELOPMENT OR TESTING, SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE FOR SUCH GOODS AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTY AGAINST HIDDEN DEFECTS ("*GARANTIE DES VICES CACHÉS*"), WARRANTY OF CONFORMING DELIVERY ("*GARANTIE DE CONFORMITÉ*"), AND LIABILITY AGAINST DEFECTIVE PRODUCTS ("*RESPONSABILITÉ DU FAIT DES PRODUITS DÉFECTUEUX*") ARE EXPRESSLY EXCLUDED. BUYER IS A PROFESSIONAL, HIGHLY KNOWLEDGEABLE REGARDING THE GOODS AND THE SUBJECT MATTER OF THE WARRANTIES. ANY SUCH GOODS AND RELATED SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS, WITH ALL FAULTS." Notwithstanding any other provision in these Terms and Conditions, Seller has no obligation, liability or responsibility with regard to any sample, developmental or test Goods supplied by Seller under any Order. Buyer will indemnify, defend and hold Seller harmless from all claims, demands, and causes of action asserted against Seller (including reasonable attorney's fees), including without limitation claims for loss or damage to physical property, resulting from or arising out of Buyer's purchase, use or sale of sample, developmental or test Goods. In any event, Seller's liability to Buyer will be limited to the amounts owed to Seller by Buyer corresponding to the value of the Goods supplied under the then relevant Order.

9. Warranty, Exclusive Remedy.

(a) Seller warrants to Buyer that Goods manufactured by Seller and supplied will be, at the time of shipment, conveyed with good title thereto, free from security interests, liens and encumbrances unknown to Buyer. Seller also warrants to Buyer that Goods manufactured by Seller and supplied will, at the time of shipment, conform to the agreed upon specifications for a period of one year from the date of shipment (at which point this warranty will expire). Buyer must make a claim for breach of warranty under this Section 9(a) prior to expiration of the one-year warranty period, notwithstanding any longer statute of limitations. The foregoing warranty in this Section 9(a) will



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only apply to Goods that are properly installed, maintained and/or operated under normal conditions. Seller will have no liability whatsoever in respect of any defect arising from (i) Buyer's specifications, (ii) ordinary wear and tear, (iii) willful damage by Buyer or its customers, (iv) negligence on the part of Buyer or its customers, (v) abnormal working conditions at Buyer's or any of its customers' facilities, (vi) Buyer's or any of its customers' failure to follow Seller's instructions (whether oral or in writing), or (vii) Buyer's or any of its customers' misuse or alteration or repair of Goods sold hereunder without Seller's prior written approval.

(b) SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH IN THIS SECTION 9. STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTY AGAINST HIDDEN DEFECTS ("*GARANTIE DES VICES CACHÉS*"), WARRANTY OF CONFORMING DELIVERY ("*GARANTIE DE CONFORMITÉ*"), AND LIABILITY AGAINST DEFECTIVE PRODUCTS ("*RESPONSABILITÉ DU FAIT DES PRODUITS DÉFECTUEUX*") ARE EXPRESSLY EXCLUDED. BUYER IS A PROFESSIONAL, HIGHLY KNOWLEDGEABLE REGARDING THE GOODS AND THE SUBJECT MATTER OF THE WARRANTIES. SELLER MAKES NO WARRANTY THAT GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. Seller makes no warranty whatsoever with respect to Goods manufactured by third party suppliers. Warranties with respect to such Goods are limited to those which are offered by such suppliers and are transferable to Buyer.

(c) Seller's sole liability and Buyer's exclusive remedy for any tender of nonconforming Goods or breach of warranty is expressly limited to Seller's choice of (i) the repair of the nonconforming Goods, (ii) the replacement of the nonconforming Goods with conforming Goods at the applicable delivery point, or (iii) the refund of that portion of the purchase price represented by the nonconforming Goods. Any such repair, replacement or refund will be made only upon return of the nonconforming Goods to a location designated by Seller. Seller shall pay the transportation costs for returning nonconforming Goods if Seller inspects the nonconforming Goods, approves of such return and provides shipping instructions to Buyer.

10. Inspection, Acceptance or Rejection.

Buyer must make reservations with the carrier in accordance with the terms of Section L. 133-3 of the French Commercial Code. Inspection, acceptance or rightful rejection of Goods shall be made within ten (10) days after Buyer's receipt of Goods. Buyer must notify Seller in writing within such ten (10) days of any non-conformity or defect. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect.

11. Limitation of Liability.

In no event will Seller be liable for any incidental, consequential, indirect, special, contingent, or punitive damages, or for lost profits, loss of revenue, loss of business, loss of data, lost opportunities, loss of anticipated savings, reputational harm arising out of or relating to these Terms and Conditions, any breach of warranty, including tender of defective or nonconforming Goods, breach of contract, strict liability or otherwise or any claim or any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer will not exceed the purchase price of Goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Goods, either alone or in combination with other products. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

12. Intellectual Property.

(a) Buyer agrees, for Goods delivered under an Order, to (i) defend Seller against charges of infringement or misappropriation of any third party intellectual property to the extent that such charge arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer; and (ii) indemnify and hold Seller harmless against any costs associated with any such charges, including but not limited to costs of settling any dispute, and all court, or other alternative dispute resolution, assessed damages and costs.



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(b) Buyer agrees to provide information and reasonable assistance to Seller, upon request, to the extent such information and assistance are required by Seller to defend against any infringement claim.

(c) The sale of Goods covered by any Order shall not grant to Buyer any right or license of any kind under any patent or other intellectual property owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

13. Indemnity.

Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns (collectively "Indemnitees") from any liability, including without limitation liability for negligence or strict liability, claims, demands, penalties, fines, forfeitures, damages, losses, suits and costs, including attorneys' fees (collectively "Liabilities"), regardless of the basis of liability or legal principle involved, including without limitation personal injury (including death) or property damage, which any or all of them may suffer, incur, be responsible for or pay as a result of, caused by, arising out of or relating to (a) Buyer's design, testing, purchase, use or sale of Goods, or (b) for any act or omission of Buyer or its successors, assigns, agents, representative or employees. Buyer expressly agrees that Buyer will indemnify, defend and hold harmless the Indemnitees in connection with this Section 13 even if any or all of the Liabilities incurred, suffered, paid out or allocated to any or all of the Indemnitees is caused in whole or in part by the active or passive negligence of one or more of the Indemnitees.

14. Rescheduling, Cancellation and Termination.

Buyer may not reschedule or terminate any Order without the written consent of Seller. If Seller consents to a Buyer request to reschedule Goods, additional charges may apply. If Seller consents to a termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination. Seller reserves the right to cancel as of right ("*de plein droit*") any Order placed by Buyer without any liability to Buyer.

15. Delivery; Title; Risk of Loss.

All delivery or shipping dates are estimates only. Unless otherwise agreed in writing by Seller, all goods are sold:

(a) International: CPT named place (ICC Incoterms 2010). Title to Goods will remain vested in Seller and will not pass to Buyer until the purchase price for the Goods has been paid in full and received by Seller.

16. Packaging.

Seller shall package Goods in accordance with applicable industry standards. If Seller complies with Buyer's request with respect to the use of any agency or method of packaging or transportation or any routing other than that which would otherwise be designated by Seller, all packing, marking, shipping, transportation and other charges which are in excess of the charges which would otherwise be incurred by Seller will be for Buyer's account and Buyer agrees to pay such amounts in accordance with the payment terms in these Terms and Conditions.

17. Shipments.

Seller may make partial shipments and invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. However, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments under these Terms and Conditions.

18. Confidentiality.



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Unless otherwise agreed to in a written non-disclosure agreement executed by the parties, Seller will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder is conveyed to the Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer any license under any patents or other intellectual property owned by Seller.

19. Changes.

Any changes requested by Buyer as a condition of entering into an Order or subsequent to entry into an Order which change the basis of Seller's quote, including the terms and conditions of these Terms and Conditions, will be subject to the consent of Seller and, when applicable, a price adjustment as determined by Seller.

20. Subsidiaries and Affiliates.

Any Order may be performed and all rights hereunder against Buyer may be enforced, by Seller or any one or more of Seller's subsidiaries or affiliates.

21. Buyer Part, Specification or Drawing Number.

Any such number appearing on an Order or in writing is for identification purposes only and does not require that Goods be produced in accordance therewith.

22. Legal and Trade Compliance.

Buyer warrants that it will comply with all applicable foreign, federal, state and local laws and regulations. Buyer specifically represents and warrants that it shall comply with the import and export laws and regulations of the United States of America applicable to Goods, including but not limited to, the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations, the International Traffic in Arms Regulations ("ITAR") of the United States Department of State, the Export Administration Regulations ("EAR") of the United States Department of Commerce, and any other laws and regulations of the United States of America governing exports and imports and with all applicable export and import licenses and their provisos. The Buyer is advised that the Goods may be controlled for export purposes. Each party acknowledges that in no event shall Seller be obligated to take any action that Seller believes, in good faith, would cause it to be in violation of any laws, regulations, rules, decrees or directives applicable to Seller or Buyer.

23. Anticorruption.

(a) **General.** Buyer acknowledges that it has had the opportunity to review Seller's written Anti-Corruption Policy ("Policy"), which is available at the following web address:

AntiCorruption-howmet@howmet.com. Buyer represents and certifies that it fully understands the Policy, agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

(b) It is the intent of Seller and Buyer that no payments or transfers of value shall be made in relation to this Agreement or to Buyer's use or disposition of the Goods that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.

(c) Buyer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to: (i) any governmental official or employee (including any employee of a government corporation or public international organization); (ii) any political party, official or



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worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing.

(d) In the event of a breach of any of the representations, warranties or covenants made by Buyer in the Anti-Corruption Compliance Section of these Terms and Conditions (including the General subsection or Terms and Conditions Specific to Distributors and Resellers of Goods subsection below), Seller may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, cancel or terminate as of right (“*de plein droit*”) this Agreement without notice and any claims for payment by Buyer with regard to transactions under this Agreement, including claims for services previously performed, shall be automatically terminated and cancelled, and any payments previously paid by Seller shall be refunded to Seller by Buyer. Buyer shall further indemnify and hold Seller harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of this Agreement.

24. Assignment.

Seller has chosen to conduct business with Buyer on the basis of Buyer’s experience and qualifications, including Buyer’s reputation for ethical business conduct and compliance with applicable laws. Thus, no rights or obligations of Buyer under these Terms and Conditions, including but not limited to the right to receive payment or Goods, shall be assigned, transferred or subcontracted to any third party without the prior written consent of Seller. Buyer shall not utilize or employ any agent, individual or entity in connection with Buyer’s performance of its duties under these Terms and Conditions without the express prior written approval of Seller. Orders and any right or interest hereunder may not be assigned by Buyer without the prior written consent of Seller. A change in control, including without limitation by operation of law, merger, consolidation, or otherwise, shall be deemed an assignment under this section. Any assignment in violation of this section is null and void and Seller may terminate as of right (“*de plein droit*”) this Order for an assignment without consent.

25. Electronic Commerce.

At Seller’s request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a “signature” and will have the same effect as a signature on a written document.

26. Data Protection.

The parties, as a data controller, exchange with each other contact details of the persons in charge of the management of their business relationship and of the performance of the Agreement (hereafter “Data Subjects”). Both parties undertake to comply with the national and European regulations regarding data protection (i.e., General Data Protection Regulation - GDPR as it may be amended from time to time including where applicable, statutes, decisions, guidelines, guidance notes issued from time to time by courts, any Supervisory Authority and other applicable authorities and the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all its amendments) and in particular to inform properly the Data Subjects on the conditions of processing of their personal data, to only use personal data for the purpose of performing their obligations hereunder, to comply with the core principles relating to the processing of such personal data, implement all the necessary measures of security and confidentiality in order to protect the personal data so processed, to implement adequate transfer mechanisms to cover potential transfers outside the European Union, to delete said data at the expiry of the applicable retention period and to reply to any request from Data Subjects and in particular to exercise their rights, to keep a record of the processing activities. Furthermore, each Party undertakes, when it is required and further to an



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assessment of risks, to give notification to the other Party in case of any security breach that may have consequences on the personal data processing.

27. Government Contracts.

If Goods are for incorporation into a product for the U.S. government or another government, FAR, DFARS, and other regulatory clauses shall only apply if such provisions are accepted by Seller in writing. In the event of a conflict between any such clauses and these Terms and Conditions, these Terms and Conditions shall take precedence.

28. Step-in.

By way of derogation from Section 1222 of the French Civil Code, if Seller fails to meet its contractual obligations under the Agreement for any reason whatsoever (including reasons of force majeure), Buyer shall not be entitled to perform or to have a third party perform those contractual obligations without Seller's prior written consent. Neither any reimbursement, nor any advance may be required from Seller without Seller's prior written consent.

29. Hardship.

The Parties accept the risk of a change in unforeseeable circumstances and agree to exclude the application of Article 1195 of the French Civil Code.

30. Miscellaneous.

- (a) All Orders and these Terms and Conditions and Conditions and the rights of the parties thereunder, will be governed by, and interpreted in accordance with, French law, without regard to principles of conflict of laws. Any and all disputes between the parties that may arise out of, pursuant to, or relate to any Order shall be litigated or pursued in the Paris Commercial Court. Each of the parties hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the Paris Commercial Court to interpret and enforce the provisions herein and to hear any disputes arising out of or relating to any Order, and (b) waives any objection that it may now or hereafter have to personal jurisdiction, the laying of venue or inconvenience of forum in the Paris Commercial Court.
- (b) The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- (c) No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.
- (d) These Terms and Conditions may be modified only by a writing signed by both parties.
- (e) The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. If any provision or application of these Terms and Conditions is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms and Conditions including the invalid or unenforceable provision.
- (f) These Terms and Conditions and any of Seller's attachments hereto and made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.
- (g) These Terms and Conditions are written in English and the English language version shall be the sole document used to interpret the rights, obligations, and liabilities of the parties.

31. Shipping Tolerances for Forgings and Ti Mill Products.

Unless otherwise stated on Seller's sales order acknowledgement, the quantity, length, or weight tolerance applicable to each line item of goods specified on the order shall be: (a) the applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet in effect at the time of shipment of such item or portion



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thereof, or (b) if there is no applicable standard quantity, length, or weight tolerance stated on the applicable Seller price data sheet or if there is no applicable Seller price data sheet, the applicable standard quantity tolerance stated below:

<u>Product Aluminum</u>	<u>Quantity</u>	<u>Tolerance (plus or minus %)</u>
Hand Forgings:	1 – 9	+0% / -0%
	10 – 49	+10% / -10%
	50 – 249	+10% / -5%
	250 and up	+3% / -3%

<u>Die Forgings:</u>	<u>Quantity</u>	<u>Tolerance (plus or minus pieces)</u>
	1 - 2	+1 / -0
	3 – 5	+2 / -1
	6 – 19	+3 / -1
	20 – 29	+4 / -2
	30 – 39	+5 / -2
	40 – 49	+6 / -3
	50 – 59	+7 / -3
	60 – 69	+8 / -4
	70 – 79	+9 / -4
	80 – 99	+10 / -5
	<u>Quantity</u>	<u>Tolerance (plus or minus %)</u>
	100 – 199	+10% / -5%
	200 – 299	+9% / -4.5%
	300 – 599	+8% / -4%
	600 – 1,249	+7% / - 3.5%
	1,250 – 2,999	+6% / -3%
	3,000 - 9,999	+5% / -2.5%
	10,000 – 39,999	+4% / 2%
	40,000 – 299,999	+3% / -1.5%
	300,000 and up	+2% / 1%
<u>Ti Mill Products (Sheet, Plate, Billet, Ingot):</u>	<u>Quantity</u>	<u>Tolerance (plus or minus pieces)</u>
	Pounds / KG	+/- 10%
	Pieces	+/- -10%

Castings:

Casting shall be supplied in quantities that equal the yield of the applicable mold or in the yield of multiples of the applicable mold.