

 METAL INDUSTRIEL		Reference:SPEC002
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1. PURPOSE

These General Purchase Conditions determine the terms and conditions that govern every order placed by METAL INDUSTRIEL to the supplier (hereinafter "supplier"), as it relates to the supply of goods or performance of services (hereinafter referred to as the "Product(s)"). These General Purchase Conditions supersede and cancel any previous version of the General Purchase Conditions. The acceptance of the order by the Supplier implies his full acceptance of METAL INDUSTRIEL's General Purchase Conditions and the renunciation by him to rely on his own terms and conditions of sale. The Supplier acknowledges having read all the terms of the order. In case of contradiction between these General Purchase Conditions and the Order, the terms of the order shall prevail.

2. ISSUE AND ACCEPTANCE OF ORDER

METAL INDUSTRIEL can place orders via the Internet, mail, fax or any other means. An acknowledgment of receipt of order, approved and stamped by the Supplier must be returned to METAL INDUSTRIEL within ten (10) calendar days following the issuance of the order, otherwise the order will be deemed accepted by the Supplier, without prejudice to the application of Article 12-Termination. The order number must be quoted on all correspondence or delivery, shipping and billing documents of the provider which are addressed to METAL INDUSTRIEL within the framework of the execution of Products. Otherwise, the products must be accompanied by any authentic document without possible contesting of the reality of the order. In any case the order does not confer any exclusive supply for the benefit of the Supplier.

3. DEADLINE

Delivery deadlines are imperative. Unless otherwise specified, the deadline shall be "Product delivered to the address indicated on the order" for goods or "Product performed unreservedly" for service provisions. No delivery before the date specified in the order will be accepted without the prior written consent of METAL INDUSTRIEL. However, unless otherwise specified by the Supplier within 10 days of the issuance of the order, METAL INDUSTRIEL may differ or change the order quantity of Products ordered. The non-respect of delivery deadlines shall rightfully lead to the payment of penalties as provided for in Article 9-Penalties.

4. CHARACTERISTICS OF METALS PURCHASED

The supplier shall provide at each delivery, a document certifying the exact composition of the material and the homogeneity of the composition of the entire lot supplied (same amount of copper/nickel from one ingot to another for example). On the characteristics of metals, they are explained in our supply specification SPEC 001, last index in force.

5. DELIVERY, PACKAGING AND ACCEPTANCE OF PRODUCTS

All deliveries must be made at the Supplier's expense and to place designated in the order. Products travel at the sole risk of the supplier until the agreed place for delivery, unless special requirements listed in the order. Every delivery shall be subject to two delivery notes. The first note shall be given to the driver after validation by METAL INDUSTRIEL, and the second shall be placed at the outside of the package in a sealed envelope. Notes must indicate the recipient's name, the order number, full description and quantity of Products. Any certificates of compliance and test report of Products must also be given upon delivery. The Supplier shall, on the date of dispatch of the Products comply with all regulations issued by regulatory authorities, and, where applicable, all rules related to compliance documents and/or navigability of products.

Unless otherwise stated, all products supplied to METAL INDUSTRIEL and their packaging must comply with the European RoHS Directive, the European REACH regulation and the decision of the European Commission to regulate the use of Dimethyl fumarate. **All material suppliers must ensure that they comply with all regulatory and standards requirements associated with the products they supply.**

On packaging specifications, they are explained in our supply specification SPEC 001 last index in force.

Crates and transport media and any other accessories needed to transport products are the property of METAL INDUSTRIEL after delivery of the Products, and shall not be subject to any additional charges. For products with a limited shelf life, the remaining term of validity must in all cases be at least 80% of the total period of validity of Product.

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The products will be inspected and approved by METAL INDUSTRIEL within a reasonable time. Products which do not comply with the order can be refused by METAL INDUSTRIEL, in which case METAL INDUSTRIEL shall inform the Supplier. METAL INDUSTRIEL may at its discretion and without prejudice to any claim for damages, refuse the delivery and require free replacement products or cancel all or part of the order and demand repayment of sums already paid or expenses incurred or downgrade the products for a financial discount negotiated with the supplier.

In case of refusal of the Products, METAL INDUSTRIEL holds a lien on the Products delivered until full repayment of the amounts owed by the Supplier. METAL INDUSTRIEL reserves the right to refuse any insufficient or excess product delivery compared to the order. The possible return of products is done at the expense and risk of the Supplier.

6. TRACABILITY OF PRODUCT

In order not to break the chain of traceability, the supplier is able to quickly find the history of a supply (*definition, control, manufacturing documents*) as well as controlled records attesting the conformity of the product (*certificate of conformity, declaration of conformity, results of inspections and tests,...*).

The supplier shall inform METAL INDUSTRIEL of any change to the product and / or manufacturing processes, changes of subcontractors, changes in manufacturing locations. The supplier shall apply the applicable requirements of METAL INDUSTRIEL to its entire supply chain. The supplier shall, on all his documents, refer our order number.

7. NON CONFORMITY

Any non-conformity detected by METAL INDUSTRIEL will be subject to a report of non-conformity which shall be sent to the supplier. He shall analyze the problem and take corrective and preventive actions and transmit to METAL INDUSTRIEL its action plan as appropriate and upon request. Similarly, the supplier shall promptly inform METAL INDUSTRIEL any non-conformity of its products delivered, before or after delivery. The Supplier shall obtain approval from METAL INDUSTRIEL before any intention of delivery of non-compliant products.

8. VISITS AND CLIENT AUDITS

The supplier will allow METAL INDUSTRIEL, the DGAC, customers of METAL INDUSTRIEL, or any other official authority, free access to workshops and checkpoints, and to subcontractors of the supplier and will provide all corresponding records. These visits and/or audits shall not relieve the supplier to deliver a compliant product and his responsibility towards us remains whole.

The supplier or subcontractor agrees to make available all appropriate assistance to accomplish their tasks in the best possible conditions.

The supplier or subcontractor must seek from METAL INDUSTRIEL, before contracting, any restriction on information considered confidential and propose satisfactory ways of access.

9. PRICE AND PAYMENT

Prices are fixed and not reversible. No changes may be made without the express written consent of METAL INDUSTRIEL. The supplier shall be paid at the discretion of METAL INDUSTRIEL, that is, 45 days after the end of month or 60 days from the date of issue of the invoice, unless written specification on the order.

10. GUARANTEE

The Supplier guarantees that the delivered products are free of copyright. Within a period of twelve (12) months from the date of acceptance of the Product, the Supplier warrants (1) the product free from any defects or faults that may come from a design defect, manufacturing, material or labor work, (2) that the Product meets the promised features and specifications, plans or prescribed models and (3) that the product corresponds to the intended use of METAL INDUSTRIEL.

The Supplier agrees to remedy, freely and immediately, all faults and defects noticed or replace the Product. The Supplier shall bear the cost (cost of packing and insurance) and the risk of any transport of the defective Product. The repaired or replaced Product has a minimum warranty period of six (6) months.

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11. DOCUMENTATION

The Supplier shall provide all documentation relating to the Product. For all aeronautical products with limited lifetime, the Supplier shall provide all documentation relating to the maintenance of his products and provided by the CMM (Component Maintenance Manual) applicable on the date of delivery of the Product.

For all parts with limited life span, the Supplier shall provide a complete record of traceability of the life of the part from the day of manufacture. This documentation is kept up to date by the Supplier.

The Supplier shall also maintain any registration during 10 years issued by METAL INDUSTRIEL and related to the product.

The Supplier assure to put in place a Management Quality System to satisfy at the highest level requirements requested.

12. RESPONSIBILITY

The Supplier is solely responsible for all physical or intangible, direct or consequential damages generated by the execution or during the execution of an order. The Supplier shall be, at any time and in any place solely responsible for his employees or agents engaged in the execution of an order. He shall provide supervision and will bear the consequences of damage of any nature whatsoever, that they may suffer or cause during the execution of an order. The Supplier shall be solely and completely responsible to METAL INDUSTRIEL for Products supplied or delivered to METAL INDUSTRIEL whether the order is executed by himself or by third parties. The Supplier shall be responsible for all damage to property belonging to METAL INDUSTRIEL or third parties during the execution of the order.

In case of accident or damage occurred during the execution of the order and because of material possibly provided by METAL INDUSTRIEL to the supplier, with the latter being the principal or custodian of the entrusted thing will be responsible for all damage. METAL INDUSTRIEL shall inform the Supplier as soon as possible of any notice or claims from third parties and shall forward to the Supplier all information and documents available for his defense. The Supplier shall subscribe and maintain in force adequate amounts of collateral, the necessary insurance to cover these risks. On simple request of METAL INDUSTRIEL, the Supplier shall provide a valid certificate of insurance. In any case, neither METAL INDUSTRIEL nor its insurer shall not be liable, in contract or tort, for any special, incidental, consequential or consequential damages whatsoever (including, without this list being exhaustive, loss of production, loss of raw materials, the shortfall arising from or related to the purchase of the Product).

13. PENALTIES

Any delay in the execution of the order is not acceptable except in cases of force majeure, defined as an irresistible unpredictable event, and outside. Any Force Majeure shall be notified to METAL INDUSTRIEL within three (3) business days after its discovery. The following events do not constitute a Force Majeure: strike, opening of insolvency proceedings or put into judicial administration. Any delay in delivery shall lead to and without formality, the application of penalties calculated, unless specified otherwise indicated on the order, at the rate of 1% of the total order value per calendar day of delay. METAL INDUSTRIEL reserves the right to require the Supplier for damages for the additional damage caused by the Supplier's delay in accordance with Article 8-Responsibility.

14. TRANSFER OF RISK AND PROPERTY

The transfer of risk takes place upon delivery of the product discharged to the premises of METAL INDUSTRIEL. The transfer of ownership takes place upon acceptance of the Product by METAL INDUSTRIEL. Any property (including tools, equipment and designs) that METAL INDUSTRIEL could make available to the Supplier for the execution of the order is considered paid to the Supplier and remain the property of METAL INDUSTRIEL. Unless express agreement, METAL INDUSTRIEL, it should be used only for the execution of METAL INDUSTRIEL order and must be returned upon request unless the Supplier cannot claim any right of retention.

Any other use of goods confided cannot take place without the prior written accord of METAL INDUSTRIEL. Any risk associated with the use of entrusted property is borne by the Supplier. The Supplier shall ensure that the goods are entrusted specifically identified as belonging to METAL INDUSTRIEL and are isolated from the property of Supplier.

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15. INTELLECTUAL PROPERTY

METAL INDUSTRIEL remains the sole owner of the intellectual property rights attached to the goods supplied by METAL INDUSTRIEL for the execution of the order and are in no way transferred to the Supplier. Therefore, these goods can be used, copied or transferred by the Supplier to third parties only in order to execute the order, and must be returned to METAL INDUSTRIEL upon delivery of the Product or the cancellation of the order.

The Supplier hand to METAL INDUSTRIEL any intellectual property arising during the order (the "Results"). The Supplier guarantees that METAL INDUSTRIEL may protect, use and operate freely both in France and abroad. METAL INDUSTRIEL will be free to add or modify the results and will be sole owner of the changes that will be made.

The Supplier waives all claims on his results and the changes made by METAL INDUSTRIEL and from any right to benefit from the commercial use made by METAL INDUSTRIEL, Results and their changes. The Supplier warrants that the Products do not infringe any patent, license right, designs, copyright, trademarks or any other intellectual or industrial property of a third party and did not or does not transfer to third parties of any right of Results.

The Supplier warrants METAL INDUSTRIEL against any claim or action for infringement of intellectual or industrial property belonging to third parties, pledges to reimburse all costs incurred by METAL INDUSTRIEL for its defense against any claim or action, including the fees of counsel, and to indemnify METAL INDUSTRIEL any damage, loss or injury arising directly or indirectly from such claim or action.

If METAL INDUSTRIEL cannot use the results, without prejudice to the claim for damages, METAL INDUSTRIEL may obtain, at its sole discretion, (a) the right to continue to use the results, (b) the supply, free of charge, Results of modified and non-infringing or (c) the reimbursement of any payment made by METAL INDUSTRIEL for the Results.

16. TERMINATION

Without prejudice to any right of METAL INDUSTRIEL to compensation, METAL INDUSTRIEL reserves the right to cancel all or part of the order without notice, in the following cases:

- No confirmation of the order by the Supplier after the expiration of ten (10) calendar days from the issuance of the order
- Late delivery exceeding five (5) calendar days
- Opening of bankruptcy proceedings, reorganization or liquidation of the Supplier, and any case of merger, takeover or disposal activity of the Supplier
- Loss by the Supplier of certificates or authorizations required for the signing of authorizations on the product market

At the expiration of a period of fifteen (15) calendar days following fruitless notice, METAL INDUSTRIEL reserves the right to cancel all or part of the order in the following cases:

- Non-compliance of the product with respect to the order
- Non-compliance by the Supplier of terms of the order or these General Purchase Conditions

Regardless of the exercise by METAL INDUSTRIEL of its right of termination, the Supplier shall indemnify METAL INDUSTRIEL all damages and costs incurred if METAL INDUSTRIEL decided to entrust the execution of the order to a third party.

17. TRANSFER OF RIGHTS AND OUTSOURCING

The Supplier shall not assign the order and the rights and obligations arising directly or indirectly a party or use subcontracting, without the prior written consent of METAL INDUSTRIEL.

18. ABSENCE OF IMPLIED WAIVER

The omission, forbearance or delay of METAL INDUSTRIEL in exercising any right, power or privilege under these General Purchase Conditions can neither constitute a waiver of such right, power or privilege, as well as the single or partial exercise of any right shall not preclude the subsequent exercise of such right or the exercise of any other right, or

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question the validity of these General Purchase Conditions or any of its clauses. No waiver of any right of METAL INDUSTRIEL is valid unless it is made in writing specifying the breach or the circumstances giving rise to the waiver. This waiver applies only to failures or circumstances described in the exclusion of any other breach or circumstance.

19. DIVISIBILITY

Each provision of these General Purchase Conditions shall be deemed independent and the nullity of any of these clauses does not call into question the validity of any other provision of the General Purchase Conditions. If any provision is declared invalid, illegal or unenforceable for any reason whatsoever by judicial or other competent authority, the remaining clauses of the General Conditions of Purchase remain in force. The Parties shall meet to negotiate in good faith the new conditions of the clause declared invalid, illegal or unenforceable, by approaching as possible to the original intent of the Parties.

20. CONFIDENTIALITY AND ADVERTISING

In no event shall the order from METAL INDUSTRIEL lead to advertising without written permission of METAL INDUSTRIEL. The Supplier shall keep confidential any part of the order and enforce the obligation of confidentiality to all of his employees, affiliates, subcontractors and suppliers.

21. CODE OF ETHICS

METAL INDUSTRIEL selects its suppliers based on objective criteria and requires them to a high level of performance to enable it to fully meet its expectations and those of its customers. METAL INDUSTRIEL is forbidden to use suppliers who would use child labor or forced labor. The Supplier agrees to comply with and enforce, as appropriate to his subcontractors, these ethical principles.

22. PIRACY

In any event piracy parts can not be provided to METAL INDUSTRIEL: unauthorized copying, imitation, a substitute part or a modified piece that would knowingly presented as being an authorized original part. Examples of piracy: fake identification, false marking, incorrect class, fake serial number, falsified documentation...

METAL INDUSTRIEL does not accept the presence of foreign bodies in the raw material.

All deliveries with foreign bodies will be refused and considered as non-conforming.

23. APPLICABLE LAW AND COMPETENT COURT

These General Purchase Conditions and ordering of METAL INDUSTRIEL are governed by French law. Any dispute between the Supplier and METAL INDUSTRIEL relating to the existence, validity, interpretation, performance and termination of the order (or any provision of these General Purchase Conditions) which cannot be settled amicably within sixty (60) calendar days shall be brought before the competent court.