

1 – DEFINITIONS

Customer: the recipient of the Offer;

Order: any order placed by the Customer as witnessed by the Customer's signature of the Offer;

Contract: all contractual documents governing the Parties' rights and obligations towards each other, including these standard terms and conditions of sale;

Offer: the offer of goods (sale of Products) and/or services (provision of Services) made by NEONICKEL;

Parties: the Customer and NEONICKEL;

Services: the services provided by NEONICKEL, including specifically the manufacture, supply, storage, cutting and profiling of high-performance metals and metal alloys;

Products: the products sold by NEONICKEL, including specifically all metal alloys.

2 – GENERAL PROVISIONS

These standard terms and conditions apply to all sales of Products and all Services provided by NEONICKEL. All Offers are subject to the provisions of these standard terms and conditions, which form an integral part thereof. The Customer acknowledges that he has read these terms and conditions and represents that he has accepted them prior to accepting the Offer.

These terms and conditions apply to all Contracts entered into between NEONICKEL and its Customers, whether in or outside France, irrespective of the place of performance or delivery.

All other provisions contained in documents exchanged prior to the Offer shall be deemed null and void. Furthermore, any conflicting provision put forward by the Customer, including provisions of the Customer's standard terms and conditions of purchase or contained in any other document issued by the Customer, shall not be enforceable against NEONICKEL without NEONICKEL's express written consent, irrespective of when such provision was brought to NEONICKEL's attention.

These standard terms and conditions of sale shall prevail over all other documents, such as catalogs, prospectuses, advertisements and manuals, which are purely informative and non-binding.

These standard terms and conditions are an essential condition of NEONICKEL's acceptance of the contract. NEONICKEL reserves the right to amend these standard terms and conditions at any time without notice.

3 – FORMATION OF CONTRACT

NEONICKEL shall prepare an Offer in accordance with the information provided by the Customer. The Offer shall be valid for two (2) days following its date of issue, provided that the Products are effectively available upon confirmation of the order unless otherwise explicitly provided in the Offer.

The Customer's written acceptance of the Offer constitutes a firm and binding Order from NEONICKEL, which will then issue an order confirmation ("OC").

All information provided by the Customer when he places the order shall be binding on the Customer and NEONICKEL shall not be held liable for the consequences of any errors. Any request to change the Order must be submitted in writing by the Customer before the start of the provision of the Services and/or sale of the Products and is subject to NEONICKEL's express consent.

In the event of a discrepancy between the order and the order confirmation sent by NEONICKEL, the latter shall prevail. The Customer is responsible for checking that the order confirmation conforms to his OC.

Given the nature of the Services provided, NEONICKEL also reserves the right to postpone the start of the provision of said Services.

4 – PRICES AND PAYMENT TERMS

Payment for Products and Services must be made in full within 60 days following the invoice date, in accordance with Article L.441-6 of the French Commercial Code.

Products are sold and services provided at the prices prevailing as of the date of dispatch and pursuant to the terms of the Offer, which indicates a provisional price. Prices may be varied without notice. In particular, the prices of services and products will be increased without notice in accordance with any increase in the price of the metals under order between the Order issue date and the date of dispatch of the Products.

Prices are understood to be net amounts, excluding tax, duties, packing and packaging, and are expressed in euros.

Unless otherwise provided by these standard terms and conditions of sale, the Offer or the order confirmation, Products are sold and Services provided subject to INCOTERM ICC 2010 EXW – *Ex Works*.

Products shall be made available at the premises of NEONICKEL and will therefore be shipped at the Customer's risk.

Invoices shall be payable in full within sixty (60) days of the invoice date, without discount or other reduction, by cheque or bank transfer. Cheques are not deemed to constitute a means of payment until the corresponding amount has been collected into the relevant account.

Late payment automatically triggers the application of penalties at the statutory rate plus 10 points. Late payment penalties accrue as from the payment date shown on the invoice, if the invoice has not been settled, without any requirement to serve formal notice.

Likewise, in the case of payment in installments, default on a single installment shall render the entire amount owed immediately due and payable, without any requirement to serve formal notice.

NEONICKEL reserves the right to suspend performance of any provision of Services hereunder in the event that the Customer is in breach of his obligations, in particular with regard to payment, pursuant to the Contract. In such event, this suspension shall be based on the defense of non-performance, shall not be deemed to constitute termination of the Contract by NEONICKEL and shall not entitle the Customer to claim any compensation whatsoever.

Late payment shall also have the effect of rendering all invoices issued due and payable.

If payment has not been received within fifteen (15) days following service of formal notice, the Contract shall be automatically terminated, if NEONICKEL so deems fit, without any requirement to serve formal notice, whereupon NEONICKEL may cease to provide the Services, without prejudice to any other claims it may have. Under no circumstances may payments be suspended at the Customer's sole initiative or be set off against claims without NEONICKEL's prior written consent. Any part payment shall be set off firstly against that part of the receivable with the oldest due date.

5 – DELIVERY TIMES

Delivery times are indicative only and are computed as from acceptance of the Order. If the Order is changed, the delivery time will be revised accordingly.

Late delivery shall not entail refusal of the Products or termination of the Contract. The Customer may not hold NEONICKEL liable for any late delivery and is not entitled to claim any compensation as a result of such late delivery.

The overall deadline for performance provisionally indicated in the Order shall be revised as appropriate:

- if the performance is late in the performance of services or supplies for which he is liable or in the performance of his contractual obligations, in particular if he fails to comply with the payment terms,

- in the case of grounds for exemption from liability pursuant to clause 11 below.

6 – RETENTION OF TITLE

NEONICKEL retains title to the Products until full payment has been received from the Customer. Full transfer of title shall not occur until the price plus any ancillary amounts have been paid in full, irrespective of when the Products are delivered.

The Customer may, however, resell the Products within the scope of his normal business activity. It is expressly provided that, in such case, the Customer will automatically transfer to NEONICKEL all receivables arising from the resale of the Products to the third-party purchaser without the requirement to complete any specific formalities.

Products in the Customer's possession shall at any time be deemed to be those for which payment is outstanding; NEONICKEL may recover such Products as payment and compensation for overdue invoices.

The Customer shall notify NEONICKEL of any third-party action or claim that could infringe its rights in the Products in order that NEONICKEL might oppose such action or claim and take any preventive action in defense of its rights.

The Customer irrevocably authorizes NEONICKEL to enter any vehicle or premises owned at present or in future by the Customer in order to recover any Products in application of this clause.

7 – DELIVERY - RISKS - INSURANCE

Products will be delivered to the address shown on the purchase order.

NEONICKEL will pay the insurance costs related to storage of the Products until they are removed from NEONICKEL's premises.

Unless otherwise provided in the Offer or offer confirmation, risk shall be transferred upon removal of the Products made available in NEONICKEL's premises. The Products will therefore be shipped at the Customer's risk.

The Customer shall therefore take out insurance to cover the risks to which the Products may be exposed once they have been removed from NEONICKEL's premises. In the event of partial loss

or damage, it is the Customer's responsibility to make any claims against the carrier within three (3) days following receipt of the Products (Article L.133-3, French Commercial Code). The Customer shall also notify NEONICKEL of the aforementioned reservations within the same time period by registered mail with return receipt requested.

Thus, NEONICKEL may not be held liable, in particular for any damage to or destruction, loss or theft of the Products during shipment.

Upon receipt of the Products, it is the Customer's responsibility to carry out all checks and note all reservations as required.

If the Customer makes no express reservations, the Products delivered by NEONICKEL shall be deemed to comply with the order with respect to quantity and quality.

The Customer has a period of 48 hours following receipt of the Products ordered within which to notify NEONICKEL of such reservations by registered mail with return receipt requested.

No claim shall be validly accepted if the Customer fails to comply with the aforementioned procedures.

NEONICKEL will replace, without delay and at its own expense, Products **which it has previously formally agreed to take back**. However, no Product will be returned to NEONICKEL if it has undergone any operation that has modified its nature or form in any manner whatsoever.

8 – WARRANTY

Products delivered by NEONICKEL are subject to the applicable statutory and regulatory warranties. The Customer shall report any hidden defects and non-conformities by registered mail with return receipt requested without undue delay following the time when the defect was or should have been detected. The Customer shall provide any appropriate proof of the existence of defects or non-conformities reported. The Customer shall pay for any checks or analyses carried out.

If NEONICKEL acknowledges its liability, the defective Products shall, at NEONICKEL's discretion, be either replaced by identical or similar Products or refunded. Any Product that is unsuitable for its intended use as stipulated by the manufacturer shall be deemed to be defective. Where applicable, defective Products shall be returned within a period of no more than one month following delivery.

In any event, warranties shall only apply if the Products are used for purposes that are compatible with their intended use. Warranties shall automatically cease to apply if the Customer has modified the Products at his own initiative.

9 – LIMITATION OF LIABILITY

NEONICKEL's liability is strictly limited to the obligations set out in the Contract.

The Customer, in his professional capacity, is solely liable for the choice of Products and for the suitability thereof for his requirements. In any event, NEONICKEL's civil liability, irrespective of the cause thereof, is limited to the value of the disputed Products and shall not cover any consequential and/or economic loss.

In any event, the overall financial consequences for which NEONICKEL is liable in respect of its various obligations may not exceed the amount of the Contract.

10 – LAWS AND REGULATIONS

These standard terms and conditions of sale are drawn up in light of the statutory and regulatory provisions applicable as of the date on which the Offer is formulated. In the event of an amendment to such provisions that affects the financial terms and conditions of the Offer or ensuing Contract, both Parties shall meet in order to adapt the terms to the new legal framework in good faith.

The Customer undertakes to comply with all applicable statutory and regulatory provisions. In particular, within the scope of export control, the Customer undertakes not to supply the Products to a third party that intends to use them for military or terrorist purposes or for purposes contrary to the public policy or interests of the French Republic or to a third party whose center of business is located in a country embargoed by the French Republic.

11 – EXCLUSION CLAUSE

All circumstances lying outside the control of NEONICKEL that occur after the execution of the Contract and prevent the performance thereof under normal circumstances shall be deemed to constitute grounds for exemption from liability. Circumstances not arising through the fault of NEONICKEL and, *inter alia*, all force majeure events are deemed to lie outside NEONICKEL's control within the meaning of this clause.

12 – CONFIDENTIALITY

Information, user manuals and technical documents provided to the Customer before or after the execution of the Contract shall remain the property of NEONICKEL, the exclusive holder of the intellectual property rights thereto.

Except with NEONICKEL's prior written authorization, the aforementioned items may not be used by the Customer for any purposes other than the performance of the Contract and may not be copied, reproduced, transferred or communicated to third parties.

They shall be returned to NEONICKEL upon request.

13 – DISPUTE RESOLUTION

ANY DISPUTES SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF LYON, INCLUDING IN THE CASE OF THIRD-PARTY PROCEEDINGS OR MULTIPLE DEFENDANTS.

THESE STANDARD TERMS AND CONDITIONS OF SALE ARE GOVERNED BY FRENCH LAW, TO THE EXPRESS EXCLUSION OF THE PROVISIONS OF THE VIENNA CONVENTION ON THE SALE OF GOODS AND THE RULES OF FRENCH PRIVATE INTERNATIONAL LAW.