

1. Scope of these General Terms & Conditions

These General Terms & Conditions of Sale apply to the sale of any product made by LME, and together with the Special Terms & Conditions specified in the order confirmation, they constitute the conditions governing the Sales Contract between LME and the customer.

These terms cancel any contrary, printed or handwritten clause that may be stipulated on the customer's order confirmation.

2. Orders and contracts

The placing of any order implies the customer's unreserved acceptance of our general terms & conditions of sale. Orders or contracts negotiated by our representative agents shall only be deemed valid once they have been ratified by our Company.

Contracts shall automatically end upon expiry of the period fixed therein, without notice or formal notification from our Company. Any quantities of products that could not be delivered to the customer before that time, for reasons that are attributable to the customer, shall simply be cancelled, without the customer being able to claim any form of compensation, unless our Company decides not to require the buyer to fulfil these obligations, all rights reserved.

Monthly tonnages may not be carried over to the following months without our formal written agreement. The supply of any products made after the expiry of the contract period cannot be used as grounds for the tacit renewal of or an extension to the contract concerned.

3. Ownership and transfer of risks

By express agreement, and any clause to the contrary notwithstanding:

-we shall retain ownership of all goods sold until full payment of the price and of any ancillary costs has been received. It is hereby specified that only cheques (subject to the effective cashing thereof) or other commercial papers shall constitute payment (law n°80335 of 12 May 1980). The presentation of a bill of exchange or any other security that creates an obligation to pay shall not constitute payment.

-retention of ownership notwithstanding, the risks and custody of the goods are transferred to the buyer as per the terms of the negotiated incoterm. The buyer undertakes to store the said goods in such a manner that they cannot be confused with any other goods and can easily be recognised as being our property;

-in the event of failure on the part of the client to pay all or part of the sums owed by the payment due date, we reserve the right to demand the buyer to return the said goods at the buyer's own expense and risk. The return of the said goods does not constitute a cancellation of sale;

-payments made by the buyer shall first be deducted from invoices for goods that may have been used or resold. Any goods stored on the buyer's premises matching the description given on our dispatch notice or in any other document shall be considered to be the goods delivered by our Company.

4. Delivery of goods

Our products are to be collected and approved in our factories, and the risk that we assume is related to the type of incoterm negotiated, and no exception can be made to this rule.

The intervention of our personnel during truck loading operations, and the use of our equipment for this purpose is subject to request, and is always performed under the control, supervision, and sole responsibility of the driver. The foregoing provisions also apply when delivery consists in the customer collecting the goods using road transport on own account.

The shipping instructions must be provided by the customer on the purchase order so that the goods can be dispatched as soon as they have been manufactured.

It is the customer's responsibility to check to make sure that the characteristics of the product brought to its knowledge meet the manufacturing requirements.

The binding wire is only used to hold the loads or packages together. It does not constitute a 'lifting accessory' within the meaning of the European directive 2006/42/EC, and is not suitable for lifting or handling packages or any type of load.

We strongly recommend that customers use suitable hoisting equipment that complies with applicable regulations and that they perform a visual examination of the hoisting accessories before each use, so as to ensure their suitability and compliance.

5. Weight and size tolerance

Our goods are manufactured and delivered with the normal size and weight tolerances.

Moreover, we reserve the possibility to supply laminates with a 10% positive or negative weight tolerance (5% for billets) compared to the weight specified in the order.

We reserve the possibility to supply laminates with a 3‰ positive or negative weight tolerance compared to the weight measured by the customer.

Nominal dimensions are approximate and apply the normal tolerances.

6. Terms of payment

Payments are due by the 15th of the following month.

In any event, we reserve the right to request payment beforehand by means of an acceptable bill of exchange provided for by article 124 of the Commercial Code. We reserve the right, even when there has been no incident of non-payment, to ask for payment guarantee so as to ensure proper performance of the customer's obligations, and to cancel the balance of the contract if the said payment guarantees are not provided or appear insufficient.

7. Late or non-payment

Any failure to pay by the payment due date mentioned on the invoice shall automatically give rise to the application of a penalty calculated at the legal interest rate + 3 percentage points on the whole of the outstanding monies due, without the need to issue official notification thereof.

Failure to pay for any reason whatsoever shall authorise us to stop any remaining shipments, and to consider the balance of the current contract or of subsequent contracts to be immediately and automatically cancelled, without the need to issue official notification thereof or legal formality, without prejudice to our rights to claim compensation or damages.

9. Guarantees

Likewise, in the event of a change in the situation of the buyer, in particular in the event of death, or incapacity, of company dissolution or change of status, of the mortgaging of its buildings, pledge of the business capital, or of inscription of privilege, the company reserves the right, even after the partial execution of an order, to ask for guarantees from the customer, or to cancel any remaining orders recorded in the name of the customer.

10. Complaints

Any complaints concerning the quantity, weight, condition and size must be made within 15 days of delivery of the goods at the destination, and before the goods concerned have been processed or transformed in any way, and provided that the alleged anomaly concerning the quantity, weight or condition was mentioned in the legal reserves expressed to the carrier/delivery company. Complaints relating to quantity must be made in writing within fifteen days of delivery of the goods at the destination if they concern physical or chemical characteristics, and within two months of delivery of the goods if they concern a latent defect, and provided that the goods have not been modified or damaged in any way before their use.

In the event any product, which, owing to a manufacturing fault or an issue with quality, should be considered defective after an examination by both parties, and cannot therefore be used for its intended purpose, we shall decide either to simply replace that product as soon as possible, without the necessary obligation to immediately manufacture a replacement product and without the customer being able to claim any form of compensation, or to issue a refund for the price at which the product was invoiced, and nothing else. It is expressly agreed that any defective goods must be returned to us.

Under no circumstances may the buyer delay or split a payment or modify the payment methods or terms. It is the responsibility of the buyer to provide evidence of a defect and the identify of a product.

11. Termination of contract

LME reserves the right to cancel, in whole or in part, a concluded sales contract, and even one that is in the process of being drawn up, in the event of *force majeure* and/or one of the following instances:

- strikes at loading bays, once the shipping notice has been issued, for more than 10 consecutive days in the same month;
- railroads and transport strikes, once the shipping notice has been issued, for more than 10 consecutive days in the same month;

In the event of any cancellation, the buyer will not be entitled to any damages or compensation, or the refunding of any costs.

12. Manufacturing delays - *force majeure*

Any delay or interruption to manufacturing caused by the mobilisation of the population, war, riots, all-out or partial strikes, the lockout of our factories, industries or of the public utilities that ensure the power supply and operations of the former, or caused by the stopping of key drivers, breakages of machines or cylinders, fire, subsidence, floods, epidemics, excessive temperatures, lack of raw materials, shortage of personnel, closing of channels or rivers, stoppages with or reductions in rail transport, or caused by any other reason that leads to a production stoppage, shall be regarded as cases of *force majeure*, thereby automatically giving rise to the suspension of the delivery of the products already manufactured, and extending the manufacturing time for any products awaiting manufacture.

13. Changes in the customer's financial situation

In the event of a change in the customer's financial situation, LME reserves the right to suspend the performance of the contract, to ask for early payment, or to ask the customer to provide suitable guarantees.

16. Modifications

All modifications to orders in terms of quality, quantities, or size are subject to our prior express agreement.

17. Applicable law

These Terms & Conditions of Sale are subject to French law.

18. Attribution of jurisdiction

In the event of any dispute relating to the supply of our products and the payment thereof, regardless of the place of payment, it is formally agreed and accepted by our customers that the COMMERCIAL COURT OF VALENCIENNES shall have sole jurisdiction, even in the event of introduction of third parties or multiple defendants.

We nevertheless reserve the right, if we petition to do so, to summon the defendant before the court of the town of its head office or that of the establishment concerned by the dispute. In the event of a dispute, the customer shall not be entitled to connect that dispute with any other former disputes or litigations, nor with any case that is already following its normal course of proceeding.