

**General delivery and payment terms and conditions for the
contractors (hereinafter “VPDP” only)
Constellium Extrusions Děčín s.r.o., Ústecká 751/37, Děčín V-
Rozbělesy, CZ 405 02 (hereinafter the customer)**

General: Declaration

The Constellium Code of Conduct summarizes easy-to-understand and principally realizable ethical principles forming the base for strong and sustainable growth of the company. This allows us to correctly and ethically develop the competitiveness of our business. We are firmly convinced that our Worldwide Code of Employee and Business Conduct represents the basic part of our success and is reflected in our dealings with our suppliers (for more information, please visit www.Constellium.com).

One part of the Constellium policy is the EHS First system, which represents an integral part of the integrated management system of Constellium, of which goal is to be the leader in EHS (environment, health and safety). The system is reflected in all activities of the business.

1. Effectuality of the VPDP and method for entering into contracts between contractors and the customer

These VPDP are an integral part of a purchase order submitted to a contractor by the customer. The contract between the customer and contractor shall be entered into four calendar days after the purchase order date and demonstrable delivery confirmed by fax, advice of delivery or written acceptance. This deadline shall not apply unless agreed otherwise in writing between the customer and the contractor. One condition for entering into the contract is acceptance of these VPDP.

2. Purchase price

The customer shall be obliged to pay the price for the goods and services mentioned in the purchase order unless otherwise agreed in writing between the customer and the contractor. Unless stated otherwise in the contract, the price does not include value added tax. The contractor shall break down the charged sum on the invoice according to the purchase order to clearly check its content.

3. Payment terms

The price is due within the term specified on the purchase order pursuant to an invoice submitted by the contractor. The invoice shall include data in accordance with the purchase order or the contract. The invoice shall break down individual items of sale and purchase including partial prices thereto. The invoice shall include the grand total, i.e. total given by summation of all subtotals. The customer has the right to refuse payment of an invoice breaching these requirements. The purchase price is considered paid on the day of debiting the customer's account. In case of delayed payment, the customer is obliged to pay late interest according to Section 369, subsection 1 of Commercial Code amounting to double of the discount rate published by Czech National Bank as of the first day of delay of the monetary payables. As for other performances, the party obliged to pay any contractual penalty shall pay it only in case flat damage compensation have been agreed on for individual performances in the contract. In addition to the contractual penalty, the injured party has the right to claim for compensation. Any written claim of the customer authorizes him to postpone payment until its full resolution according to Article 7 below.

4. Transport

Unless agreed by the parties otherwise in a special agreement or in the purchase order, the goods delivered and services provided by the contractor are also insured at the contractor's expenses all the way to the customer. The transport shall be as specified in the contract; express or air transport shall take place only if agreed in writing. The contractor shall arrange transport of dangerous material in conformity with ADR on road transport of dangerous substances as results from Section 22 of Road Transport Act № 111/1994 Coll.

5. Goods and services take-over

Unless agreed otherwise, take-over shall take place at customer premises from 6 a.m. to 3 p.m. and the contractor shall pay all costs incurred and associated with the take-over. The contractor is, without any special appeal, obliged to present all documents necessary for due acceptance, clearing and proof of the correctness of the charged price. Otherwise, the customer has the right to postpone the contractual payment to the contractor until the customer announces in writing that he

confirms the correctness of the charged price. If a disagreement between the delivery and the purchase order is found during the take-over acceptance, a protocol specifying statements of the parties is carried out. All the persons participating in the take-over shall sign the protocol. In case of disagreement in the delivery with the purchase order (quality, price, quantity – size and pieces, performance date, legal disputes), the customer has the right to refuse the goods or services according to Sections 329, 345, 346, and 436, subsection 1, paragraph d) of Commercial Code. In other cases, the customer shall accept the goods or services, and the provisions of Article 7 below shall apply.

6. Danger of damage to goods, ownership right

The danger of damage to goods in transit from the contractor to the customer at the point of acceptance by the customer, unless any third person acts as the goods receiver, is not stipulated between them according to INCOTERMS. The customer acquires the ownership right upon demonstrable proof of handover. The contractor shall cover all damage caused to DEC through his activity in the DEC area or caused by the material or service provided by him. The contractor shall have arranged damage liability insurance and automobile insurance when entering a contractual relationship with DEC.

7. Guarantee of quality, quantity of goods and of services

The contractor is responsible for quality of the goods and services ordered by the customer. The customer shall, upon detection of any faults, immediately report them. The contractor provides the customer with a one-year guarantee period for quality of the goods or of services from the delivery date. In case of accepted claims by the customer, the contractor shall, at his expense, replace the defective goods or services with perfect goods and services of the same quantity as soon as possible as stipulated before. The Commercial Code governs any responsibility claims.

8. Contractual performance terms

The delivery term specified in the order is obligatory to the contractor. If not met, the customer has the right to compensation for damage due to late delivery in the demonstrated amount, unless otherwise agreed by the parties in the order or contract.

9. Place of performance

The contractual performance place for all contractual commitments is the customer's registered office.

10. Governing laws

All legal relationships between the contracting parties resulting from any purchase agreement where these VDPF form an integral part shall be exclusively governed by Czech laws. Application of the Vienna Treaty (UN Convention on International Business) is excluded. In case of a dispute resulting from a purchase contract where these VDPD form its integral part, unless an exclusive jurisdiction is specified by law, the Regional Court in Ústí nad Labem shall have the respective jurisdiction.

11. Miscellaneous

The contractor agrees to observe the obligatory instructions specified herein pertaining to conduct of contractors and their employees or forwarders in the area of DEC. Together with the supply of material or provision of services, the contractor shall demonstrably provide instructions for storage, use, maintenance, transport, disposal and handling of waste, safety data sheets and declarations on conformity according to Act № 22/1997 Coll. The contractor agrees to take the following back from the customer: mineral oils, bituminous oils, electric accumulators, galvanic cells, batteries, discharge tubes, fluorescent lamps and tyres when worn out. The take-over shall be made immediately upon an appeal by DEC.

12. Validity and effectivity

These VDPD are applicable and effective from 8 October 2007.

Constellium Extrusions Děčín s.r.o., Jiri Palma, executive director