

## **General terms and conditions for suppliers** (hereinafter referred to as GTCS)

### **1 General statement**

- 1.1 Constellium Extrusions Děčín s.r.o. (hereinafter referred to as the company or the customer) conducts its business in accordance with the ethical principles contained in the company's Global Code of Business Conduct, which form the basis for the company's strong and sustainable growth. The company's EHS (Environment, Health, Safety) system is an integral part of the company's corporate policy, which is an integrated management system that aims to be the best in its field and is a fundamental part of the company's success and is reflected in its dealings with suppliers (see [www.Constellium.com](http://www.Constellium.com)).

### **2 The binding nature of the GTCS**

- 2.1 The GTCS form an integral part of the customer's order and become part of the contract between the customer and the supplier (hereinafter referred to as the contract), unless their validity is excluded or amended by written agreement of both parties at the time of conclusion of the contract.
- 2.2 The application of Article 1751 paragraph 2 of the Civil Code is excluded, and the customer shall not accept any other general terms and conditions of the supplier.
- 2.3 The customer reserves the right to unilaterally modify these GTCS, which will always be accessible on the website [www.Constellium.com](http://www.Constellium.com).

### **3 Method of entering into Contracts between the Supplier and the Customer**

- 3.1 The contract is formed on the basis of a written order from the customer and its subsequent written confirmation by the supplier. The written order must contain the specification of the goods, their price and quantity and the delivery terms in accordance with INCOTERMS 2020. All notices regarding orders placed under these GTCS shall be made in writing by properly signed letter, fax or e-mail to the addresses of the parties as indicated in the publicly accessible Commercial Register or in commercial documents.
- 3.2 Should any part of the contract subsequently become invalid or ineffective for any reason whatsoever, the contract shall remain in force in its unaffected part and the parties undertake to replace the invalid or ineffective provision as soon as possible by another valid provision which comes as close as possible to the economic objectives affected by the invalid or ineffective provision.
- 3.3 The parties have agreed to exclude the application of Articles 1799 and 1800 of the Civil Code.

### **4 Purchase Price, Price of the Work**

- 4.1 The purchase price is an essential element of the contract, is determined by agreement of the parties and may be changed only with the written consent of both parties.
- 4.2 The customer shall only be obliged to pay the purchase price of the goods and services specified in the order, unless the supplier and the customer agree otherwise in writing.
- 4.3 Unless otherwise expressly agreed in the contract, the supplier's price does not include value added tax. The supplier is obliged to make a breakdown of the invoiced amount on the invoice according to the order so that the total amount is clearly visible.

### **5 Payment terms**

- 5.1 The price of the subject of performance is payable on the due date specified on the customer's order on the basis of an invoice issued by the supplier.
- 5.2 The invoice must contain information in accordance with the order or contract. The invoice shall itemise the individual items with the allocation of sub-prices. The invoice shall also contain the total price, i.e. the price given by the sum of all the sub-prices mentioned. Failure to provide these particulars shall give the customer the right to return the invoice and not to pay it.
- 5.3 The price of the subject of performance shall be deemed to have been paid on the date of debiting the customer's account.
- 5.4 If circumstances indicate that the customer may incur a liability for taxable supplies provided by the supplier pursuant to Article 109 of Act No. 235/2004 Coll. on Value Added Tax, as amended, the customer reserves the right to pay the tax on such taxable supplies to the locally competent tax administrator of the supplier pursuant to Article 109a of the same Act. The customer undertakes to notify the supplier of the application of this tax refund procedure in a timely

manner, at the latest within 5 working days of the tax refund. Payment and notification shall extinguish the customer's liability to the supplier for the amount of the tax paid.

## **6 Transport**

- 6.1 Unless otherwise agreed between the parties or specified in the order, the supplier shall be responsible for insuring the goods and services supplied for the duration of transport to the customer's location at the supplier's expense.
- 6.2 The transportation of goods shall be carried out in accordance with the terms set forth in the contract. The use of express or air transport is permitted only if agreed upon in writing by the parties. The supplier is responsible for ensuring that any hazardous materials are transported in compliance with the ADR agreement on the carriage of dangerous goods by road, as outlined in Article 22 of Act No. 111/1994 Coll. on Road Transport.

## **7 Acceptance of Goods and Services**

- 7.1 Unless otherwise agreed between the supplier and the customer, acceptance of the goods or performance shall take place at the customer's premises between 6.00 a.m. and 3.00 p.m. and the supplier shall bear the costs of acceptance incurred by the supplier.
- 7.2 The supplier shall be obliged to provide, without special request, all documents necessary for proper receipt, invoicing and proof of the invoiced price. If the supplier fails to do so, the customer shall be entitled to withhold the agreed payment to the supplier until the customer has declared in writing that it confirms the legitimacy of the invoiced price.
- 7.3 If at the time of acceptance a discrepancy between the delivery and the order is found, a report shall be drawn up containing the opinions of the supplier and the accepting party. The report shall be signed by all persons involved in the acceptance. If the delivery does not correspond to the order (quality, price, weight and quantity, time of performance, defects of title), the customer shall have the right to refuse the goods or services in accordance with Article 1930 of the Civil Code.

## **8 Transfer of Risk, Title**

- 8.1 The risk of damage to the goods shall pass from the supplier to the customer at the time of acceptance of the goods by the customer, unless a third party has been designated as the recipient of the goods in accordance with the agreed delivery terms of the INCOTERMS.
- 8.2 The customer becomes the owner of the goods as soon as they have been demonstrably delivered.
- 8.3 The supplier shall be liable for any damage caused by the supplier's activities on the customer's premises or by the materials or services supplied by the supplier.
- 8.4 At the time of entering into a contractual relationship with the client, the supplier shall have valid insurance to cover liability for damage caused by its activities, damage caused in the course of its business and vehicle insurance.

## **9 Liability for Defects, Warranty**

- 9.1 The supplier is liable for the quality of the goods and services supplied and is responsible for defects.
- 9.2 The customer is required to notify the supplier of any defects in a timely manner.
- 9.3 The supplier provides the customer with a contractual guarantee for the quality of the goods or services delivered for a period of 12 months from the date of their acceptance by the customer. In the event that a claim is justified, the supplier shall be obliged to deliver, at its own expense and as soon as possible, goods and services that do not have the defects in question, in the same quantity and of the same quality as agreed.
- 9.4 The supplier is also required to verify the software used in the instrument as part of the calibration process. The version of the verified software and a pass/fail statement must be included in the calibration/verification certificate. Failure to comply with this requirement constitutes a defect and grounds for non-payment of the invoice.
- 9.5 If the object of performance is seriously defective, the customer is entitled to withdraw from the contract in accordance with Articles 2001 to 2005 and 2106 of the Civil Code.

## **10 Terms of Performance of the Contract**

- 10.1 The supplier is obliged to deliver the goods or provide the services by the date specified on the purchase order.
- 10.2 In the event of a breach of contract by the supplier, the customer shall be entitled to claim a contractual penalty of 0.05% of the value of the performance in question. This shall be without prejudice to the right to claim damages for late delivery, unless the parties have agreed otherwise in the contract or order.

## **11 Place of Performance**

All obligations under the contract shall be performed at the customer's registered office, unless otherwise agreed in the contract.

## **12 Place of Jurisdiction, Applicable Law**

- 12.1 The mutual rights and obligations of the parties shall be governed by these GTCS and Czech law, in particular the Civil Code.
- 12.2 In the event of a legal dispute between the customer and the supplier, the local jurisdiction of the court of first instance at the registered office of the supplier, namely the District Court in Děčín, is agreed, unless the law provides for exclusive jurisdiction.

## **13 Other arrangements**

- 13.1 The supplier shall comply with the binding instructions concerning the conduct of suppliers and their employees or carriers on the customer's premises as presented in the Suppliers' section of [Decin, Czech Republic - Locations | Constellium](#)
- 13.2 The supplier is required to comply with the binding guidelines for the activities of external companies, the environmental conduct policy, and the fire safety policy for the supplier's employees on the customer's premises as presented in the Suppliers' section of [Decin, Czech Republic - Locations | Constellium](#)
- 13.3 The supplier shall provide the client with instructions for storage, use, maintenance, transportation, disposal and handling of waste, safety data sheets and a declaration of conformity in accordance with Act 22/97, together with the delivery of the subject of performance.
- 13.4 The supplier undertakes to take back the following items at the end of their lifespan: mineral oils, bituminous mineral oils, electric accumulators, galvanic cells, batteries, lamps, fluorescent lamps, tyres. Collection shall be carried out immediately upon receipt of the customer's request.

## **14 Confidentiality and trade secrets**

- 14.1 The parties are obliged to maintain confidentiality and commercial secrecy regarding any information of a confidential nature, including facts of a commercial, manufacturing or technical nature related to the concluded business relationship.
- 14.2 This refers to information that is not generally available in the relevant business circles, is intended to be kept confidential and, if disclosed to third parties, could cause damage to the contracting party.

## **15 Validity and effectiveness**

These GTCS are valid and effective from November 1st. 2024  
Constellium Extrusions Děčín s.r.o., Jiří Palma, Managing Director, m.p.