

THESE GENERAL SUPPLY CONDITIONS FORM AN INTEGRAL PART OF ANY OFFER FROM TECNOLOGIC 3 S.R.L. AND TAKE PREVALENCE OVER ANY OTHER SUPPLY CONDITIONS PROPOSED BY THE CUSTOMER, WHETHER NOW OR AT A LATER DATE, UNLESS SUCH DIFFERENT CONDITIONS ARE EXPRESSLY ACCEPTED IN WRITING BY TECNOLOGIC 3 S.R.L.

1) Area of application of these general supply conditions

- 1.1 These supply conditions apply to all Tecnologic 3 supplies.
- 1.2 The standard Tecnologic 3 supplies will be in line with the standard features set out in the offer and described in points 3) and 4) below.
- 1.3 If, in the course of the supply process, the customer should issue requests for any modifications to the technical specifications and/or quality requirements agreed upon in the offer, Tecnologic 3 will assess the feasibility of these and any additional costs involved, following which it will present a new offer and notify the customer of the necessary completion times as a result of the modifications requested. Tecnologic 3 will only proceed with the modifications after it has received written acceptance from the customer.
- 1.4 The supplies are to be regarded as different from the standard supplies, and consequently special, when the filling material:
 - 1.4.1 has to be applied to components with an oily surface coating or containing lubricants;
 - 1.4.2 is to be applied to a surface of reduced or greater dimensions than those laid down in the reference regulations, in proportion to the diameter of the component.

In such cases, the torque values required have to be agreed on and subjected to experimental testing by Tecnologic 3 and the customer.
- 1.5 The supplies are also regarded as special if the customer asks Tecnologic 3 to take the following requirements into consideration:
 - 1.5.1 one or more of the properties of the product to which the filling material is to be applied is classified for safety purposes and/or is subject to mandatory documentation;
 - 1.5.2 the quality level required is expressed in p.p.m. and/or 100% selection of the supply is required;
 - 1.5.3 an extension of the warranty with respect to the terms set out in point 9) is required.
- 1.6 Any requests for special supplies have to be forwarded to Tecnologic 3 by the customer in writing and in a clearly intelligible format as of the initial phase of the request for offer. In such cases, Tecnologic 3 will present an ad hoc offer. The operations will have to be checked by the customer and, once approved, will become an integral part of the terms of contract.
- 1.7 If the customer should decide to make a request for special requirements during the supply process, this will be equivalent to an amendment to the offer. In such a case, the procedure described in point 1.3 will apply, without affecting the right of Tecnologic 3 to complete the scheduled supplies under the conditions of contract previously agreed to.

2) Contract procedure

The contractual relationship is deemed to be completed once the following phases have been carried out:

- 2.1 **Request for offer.** The customer has to send the request for offer to Tecnologic 3 in writing. This request should contain full descriptions of all the operations that Tecnologic 3 has to carry out, along with a drawing and/or the most recent version of the standard which applies:
 - Product to be treated
 - Type of treatment required
 - Technical specifications and requirements to be satisfied
 - Special operations (such as oil coating, selection, packaging or any other factors not inherent in the Tecnologic 3 treatment formulations)
 - Transport and costs thereof
- 2.2 **Order offer.** After receiving the request for offer, Tecnologic 3 will assess the feasibility of the operation, completion times, costs and any additional costs for special tools, and will send out its order offer.
- 2.3 **Order.** This is the document by means of which the customer confirms its request for supplies to Tecnologic 3, using the same references as those set out in the Tecnologic 3 order offer. The order has to be sent to Tecnologic 3 in writing (fax, email, etc). However, the forwarding of the materials to be processed to Tecnologic 3 will be regarded as equivalent to a written order. The date will be as per the delivery note. If the order should contain any requests not included in the offer, the procedure described in point 1.3 will apply.
- 2.4 The order may be "closed" or "open". Except in cases of force majeure (of which Tecnologic 3 has to be informed promptly in writing), the customer may in no circumstances cancel a closed order or reduce open orders below the minimum requirements specified therein.
- 2.5 Any amendment to the order has to be expressly accepted by Tecnologic 3. If no such acceptance is forthcoming, it is understood that the previously agreed conditions remain unchanged.

3) Technical specifications: reference standards

Tecnologic 3 operates to the following reference standards:

- Blocking applications (KL) = the reference standard is DIN 267-28:2009
- Adhesive applications (MK) = the reference standard is DIN 267-27:2009
- Sealants = in the absence of reference standards, the tests to be carried out and the results are defined and agreed upon between Tecnologic 3 and the customer.

All requests for different technical specifications will have the effect of classifying the supply as special, as described in point 1 above.

4) Quality requirements and reference standards

- 4.1 The quality requirements of the supplies are guaranteed by a Quality System. Tecnologic 3 has UNI EN ISO 9001-2008 (ICIM 1666 certificate) and ISO 9001:2008 certification (IQNet IT-11830 certificate).
- 4.2 The Tecnologic 3 acceptable quality level (AQL) reference standard for all its supplies is UNI EN- ISO 3269:2002.
- 4.3 Agreement may be reached on different quality levels for special supplies.
- 4.4 On the express written request of the customer, Tecnologic 3 may provide information on how it identifies the batches and ensures that they are traceable, the final testing documentation and the identification of the packs supplied to the customer.
- 4.5 Throughout the period of warranty for the product supplied, Tecnologic 3 guarantees that the commercial, technical and checking documentation will be traceable, from the raw materials to despatch, on condition that the customer supplies the product and/or despatch identification details.

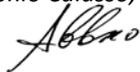
5) Methods of delivery

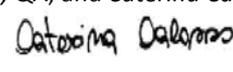
The finished materials will be delivered to the customer in the following ways:

- 5.1 **Place of delivery:** the finished product is understood as delivered on the day and at the time when it is loaded carriage paid at the Tecnologic 3 works. Upon delivery, the ownership of the product is transferred to the customer, who therefore has to check to ensure that it has been correctly transported and stored.
- 5.2 **Packaging:** Tecnologic 3 will deliver the finished product to the customer using the containers in which the customer has despatched the articles to be processed (tanks, boxes, etc). The customer is responsible for ensuring that the containers are in good condition, free of foreign bodies and shavings and with limited quantities of liquid residues. In such cases, Tecnologic 3 will inform the customer of the problem, and reserves the right to debit any costs that it might incur as a result.

If the finished products have to have special protection against the sides of the container and/or the outside environment due to specific customer requirements, this has to be specified in the order, and the protective devices and materials have to be supplied at the customer's risk and expense.

6) Intellectual property – confidentiality





- 6.1 Tecnologic 3 is the sole holder of the intellectual property rights to all the data, information, properties, process, chemical composition, operating specifications and any other factors relating to its products. The execution of the supply contract will in no circumstances be construed as the transfer of industrial property rights or a licence to use the product know-how. All the information on the composition, know-how and methods of application of the products supplied by Tecnologic 3 is to be regarded as reserved and confidential.
- 6.2 The customer is obliged to treat all the information referred to in point 6.1 and all the other reserved information (documents, data, properties, elements, technical and financial information, etc) received from Tecnologic 3 or which in any case comes to its knowledge in relation to the supply contract as confidential and secret. This confidentiality obligation will remain in force for 10 (ten) years after the completion of the final supply.
- 7) Delivery times**
- 7.1 Wherever possible, and barring cases of force majeure, Tecnologic 3 will meet the delivery deadlines agreed upon with the customer, which cannot however be regarded in any circumstance as essential and binding conditions for the correct execution of the order.
- 7.2 Tecnologic 3 will inform the customer of any changes to the delivery times in excess of 2 (two) months. In such a case, the customer may ask Tecnologic 3 Srl to make every effort to reduce the delivery times to normal levels, but may not in any circumstances refuse to take delivery of the product.
- 8) Checks on the quantities and type of product delivered - fault reports**
- 8.1 Tecnologic 3 is obliged to deliver the product free of faults and in accordance with the order specifications and reference standards.
- 8.2 The customer has to check and test the conformity of the product with the order conditions at its own exclusive risk, as soon as delivery has been taken. Tecnologic 3 has to be informed immediately of any complaints or reservations regarding obvious damage to the packages or the product, and incorrect weights or quantities, with respect to the information set out in the delivery note (in addition to the tolerances laid down in the DIN 267 P. 27, 2008 edition, and UNI-EN-ISO 3269, 2002 edition, standards), to be followed by written confirmation.
- 8.3 The customer should carry out testing on the product within a maximum of 8 (eight) days of delivery, with a view to detecting any concealed flaws.
- 8.4 In the event of faulty products, the customer has to present a formal complaint, upon pain of forfeiting the right to do so, within 8 (eight) days of delivery in the case of visible faults and within 16 (sixteen) days of delivery (in other words, within eight days of discovering such faults after testing) in the case of concealed flaws, by sending Tecnologic 3 written notice containing the list of faults or defects, the number of items affected, the checking methods adopted, the batch and delivery note numbers and all other useful information to enable Tecnologic 3 to precisely identify the product concerned.
- 8.5 All faulty items have to be sent to Tecnologic 3 at the customer's risk and expense, for the necessary assessments and analyses, on completion of which, taking into account the order requirements and the technical and quality reference standards, Tecnologic 3 may, at its own sole discretion, and without acknowledging any liability whatsoever, repair the product, if this is technically possible, or reprocess an equivalent quantity of the same type of product, at its own expense, and return it to the customer, carriage paid. Tecnologic 3 will not acknowledge any other type of charge whatsoever, including, merely by way of example, any costs sustained with a view to checking for faults or defects.
- 8.6 If Tecnologic 3 should fail to find the faults or defects reported, or if these should exist in a percentage which does not affect compliance with the order requirements or technical and quality reference standards, it will ask the customer to pay a visit to its works for a joint assessment.
- 8.7 The customer may in no circumstances suspend payment for the product concerned without the explicit authorisation of Tecnologic 3.
- 8.8 The customer may not carry out or have third parties carry out any processing or other operations on the product for any reason whatsoever. In such a case, the product will no longer be under warranty, and Tecnologic 3 Srl will not accept any liability whatsoever.
- 8.9 Any claims or complaints regarding a single batch of product delivered will not exonerate the customer of the obligation to pay for the remaining quantity of goods, up to the limits of the order value.
- 9) Prices – period of validity**
- 9.1 Tecnologic 3 will specify the price of the product in the order offer.
- 9.2 The prices set out in the order offer will be valid for 6 (six) months. Following that time limit, they may be amended by Tecnologic 3 alone.
- 10) Conditions of payment – payment delays**
- 10.1 Irrespective of any complaints, the payment for the supplies has to be made as indicated in the order offer.
- 10.2 Tecnologic 3 will be under no obligation to grant any discount in the event of payment for the product in advance.
- 10.3 In the event of failure to pay for the product within the deadline indicated, Tecnologic 3 Srl will automatically have the right to late payment interest under the terms of legislative decree 231/2001 and any amendments thereto.
- 10.4 If the customer fails to pay within the due dates, Tecnologic 3 will have the right to suspend despatch of the product and refuse any requests for further deliveries, as well as to terminate the contract due to non-compliance on the part of the customer.
- 10.5 Any events or conduct which could objectively give rise to doubts as to the solvency of the customer or its intention to pay for the product supplied, as well as any changes to the customer's company structure, may be regarded as a motive for the suspension of supplies of the product by Tecnologic 3, which will duly notify the customer of such a situation. As of receipt of such notice, all the outstanding sums due from the customer to Tecnologic 3 Srl are understood as immediately payable.
- 10.6 The customer may not in any circumstances or for any reason issue debit notes or invoices for credits due to it, or in any case debit sums to Tecnologic 3 in respect of which this latter has not been acknowledged expressly in writing as the debtor, without the consent of Tecnologic 3. In the event of any credits due to the customer, Tecnologic 3 may offset such sums against the payments due to it for the products supplied or to be supplied. The customer may in no circumstances assign such credits to third parties.
- 11) Liability of Tecnologic 3**
- 11.1 Tecnologic 3 will have sole liability for the operations to be carried out by it and the correct manufacture of the product supplied, which has to have the properties laid down in the order. It is understood that Tecnologic 3 will accept no other liability.
- 11.2 Tecnologic 3 may not be held liable for product defects attributable to:
- materials supplied by the customer or third parties indicated by the customer;
 - design or drawing errors, when such activities are carried out by the customer or third parties acting on its behalf;
 - processing or handling operations carried out without the consent of Tecnologic 3;
 - errors of production, when the process has been indicated and validated by the customer;
 - incorrect, anomalous or inadmissible use of the product or use of the product in ways which are in any case contrary to the instructions of Tecnologic 3;
 - incorrect storage, transport, conservation or movement of the product;
 - normal wear and tear or deterioration of the product due to situations attributable to the customer or third parties;
 - failure to observe the recommendations, instructions or suggestions of Tecnologic 3 Srl on the use or storage of the product.
- 12) Warranty**
- 12.1 Tecnologic 3 agrees to deliver the product fully in accordance with the reference standards and order specifications.
- 12.2 Unless otherwise specified, Tecnologic 3 warrants the product supplied for a period of no more than 1 (one) year following delivery. This warranty will be valid only if the product is used correctly and if any faults that might arise cannot be indirectly attributed to the customer due to incorrect transport, storage or use of the product.
- 12.3 The customer is in any case obliged to retest the product before using it.

TECNOLOGIC 3 S.r.l.

